

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:23-cv-00860-P
	§	
SKIPLAGGED, INC.,	§	
	§	
Defendant.	§	

DECLARATION OF JULIA G. WISENBERG

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

1. My name is Julia G. Wisenberg. I am over the age of 21 and competent to make this declaration as authorized under 28 U.S.C. § 1746. My business address is 201 Main Street, Suite 2500, Fort Worth, Texas 76102.
2. I make this declaration in support of Plaintiff American Airlines, Inc.’s (“American”) Brief in Support of its Motion for Partial Summary Judgment.
3. Attached as Exhibit A-1 is a true and correct copy of the transcript of the deposition of Aktarer Zaman as the Rule 30(b)(6) Corporate Representative of Defendant Skiplagged, Inc. (“Skiplagged”), taken on June 12, 2024.

4. Attached as Exhibit A-2 is a true and correct copy of screenshots of Skiplagged’s website, produced by Skiplagged as Bates No. SKIP0000072–77.

5. Attached as Exhibit A-3 is a true and correct copy of a Reddit AMA entitled “United Airlines sued me last year for creating Skiplagged . . .”, produced by American as AA-SKP-00103565–68.

6. Attached as Exhibit A-4 is a true and correct copy of Plaintiff Southwest Airlines Co.’s First Amended Complaint Against Skiplagged, Inc. and Skybooker.com Ltd. in Cause No. 3:21-cv-01722 (N.D. Tex.), produced by Skiplagged as Bates No. SKIP0000335–403.

7. Attached as Exhibit A-5 is a true and correct copy of test buys of flights on Skiplagged.com, produced by American as AA-SKP-00058891–922, AA-SKP-00059519–536, and AA-SKP-00059659-676.

8. Attached as Exhibit A-6 is a true and correct copy of Skiplagged’s internal Slack messages, produced by Skiplagged as SKP00095889–93.

9. Attached as Exhibit A-7 is a true and correct copy of Defendant Skiplagged, Inc.’s Third Amended Objections and Responses to Plaintiff’s First Set of Interrogatories.

10. Attached as Exhibit A-8 is a true and correct copy of the transcript of the deposition of Daniel Gellert, taken on November 30, 2023.

11. Attached as Exhibit A-9 is a true and correct copy of the Trademark File Wrappers for American's Trademark Reg. Nos. 4449061, 4939082, 5279167, and 5559145, produced by American as AA-SKP-00054086-90, AA-SKP-00054095-105, AA-SKP-00054143, AA-SKP-00054149-61, AA-SKP-00054178, AA-SKP-00054202-06, AA-SKP-00054236-43, AA-SKP-00054279, AA-SKP-00054286-309, AA-SKP-00054343-44, AA-SKP-00054412-29, AA-SKP-00054580-83, AA-SKP-00054588-607, AA-SKP-00054663, AA-SKP-00054695-96, AA-SKP-00054719-31, AA-SKP-00054768-69, and AA-SKP-00054833-56.

12. Attached as Exhibit A-10 is a true and correct copy American's Form 10-K for Year Ending December 31, 2023, produced by American as AA-SKP-00058499, AA-SKP-00058506, AA-SKP-00058580, and AA-SKP-00058644.

13. Attached as Exhibit A-11 is a true and correct copy a Certificate of Registration for the American Airlines Flight Symbol, produced by American as AA-SKP-00058803-05.

14. Attached as Exhibit A-12 is a true and correct copy of a report entitled, "Future Brand—American Airlines Brand Recognition," produced by American as AA-SKP-00059957-60066.

15. Attached as Exhibit A-13 is a true and correct copy Plaintiff American Airlines, Inc.'s Amended Objections and Answers to Defendant Skiplagged, Inc.'s First Interrogatories.

16. Attached as Exhibit A-14 is a true and correct copy of the Addendum to Governing Travel Agency Agreements (GTAA), produced by American as AA-SKP-00052623–36

17. Attached as Exhibit A-15 is a true and correct copy of the Conditions of Carriage, produced by American as AA-SKP-00054065–85.

18. Attached as Exhibit A-16 is a true and correct copy of the Skiplagged Company Overview presentation, produced natively by Skiplagged as SKP00078225.

19. Attached as Exhibit A-17 is a true and correct copy of the transcript of the deposition of Aktarer Zaman, taken on May 29, 2024.

20. Attached as Exhibit A-18 is a true and correct copy of a Skiplagged customer support reference spreadsheet, produced natively by Skiplagged as SKP00103763,

21. Attached as Exhibit A-19 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00010324–25.

22. Attached as Exhibit A-20 is a true and correct copy of an American internal email exchanges, produced by American as AA-SKP-00005532–34, and AA-SKP-00005795–98.

23. Attached as Exhibit A-21 is a true and correct copy American's Use Agreement, produced by American as AA-SKP-00053437–444.

24. Attached as Exhibit A-22 is a true and correct copy of Defendant Skiplagged, Inc.'s Fourth Amended Answer to Plaintiff American Airlines, Inc.'s Interrogatory No. 8.

25. Attached as Exhibit A-23 is a true and correct copy of a Skiplagged customer complaints, produced by Skiplagged as SKP00001001, SKP00012618–20, and SKP00015754.

26. Attached as Exhibit A-24 is a true and correct copy of a Skiplagged document entitled, “Complete List of Macros & Content,” produced by Skiplagged as SKP00081001–38.

27. Attached as Exhibit A-25 is a true and correct copy of a Skiplagged customer complaints, produced by Skiplagged as SKP00001031–32, SKP00006753–54, SKP000039745–49, SKP000040775–76, and SKP000080906–10.

28. Attached as Exhibit A-26 is a true and correct copy of a Skiplagged customer complaints, produced by Skiplagged as SKP00080498–99.

29. Attached as Exhibit A-27 is a true and correct copy of a Skiplagged customer complaints, produced by Skiplagged as SKP00002212, SKP00004212, SKP000010474–76, SKP000093654–55, and SKP0000102530–32.

30. Attached as Exhibit A-28 is a true and correct copy of a Skiplagged customer complaints, produced by Skiplagged as SKP0003735 and SKP00006793.

31. Attached as Exhibit A-29 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00001387 and SKP000079796–98.

32. Attached as Exhibit A-30 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00043472–78 and SKP000080593–95.

33. Attached as Exhibit A-31 is a true and correct copy of Skiplagged's profit and loss statements, produced by Skiplagged as SKIP0000634–38 and SKP00111227.

34. Attached as Exhibit A-32 is a true and correct copy a Skiplagged Onboarding Survey and New to Affiliate Questionnaire, produced by Skiplagged as SKP00081041–44 and SKP00095589–92.

35. Attached as Exhibit A-33 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP0004300–01, SKP00013049–53, SKP00071936–39, and SKP00079338–42.

36. Attached as Exhibit A-34 is a true and correct copy of customer complaints related to Skiplagged, produced by American as AA-SKP-00052724–25, AA-SKP-00052764–66, and AA-SKP-00052798–801.

37. Attached as Exhibit A-35 is a true and correct copy of customer complaints related to Skiplagged, produced by American as AA-SKP-00063900–902 and AA-SKP-00064792.

38. Attached as Exhibit A-36 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00001090, SKP000011574, and SKP000042790–91.

39. Attached as Exhibit A-37 is a true and correct copy the Expert Report of Professor Yoram (Jerry) Wind, served by American on April 23, 2024.

40. Attached as Exhibit A-38 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00070018 and SKP00071991–92.

41. Attached as Exhibit A-39 is a true and correct copy of Skiplagged's Terms and Conditions, produced by Skiplagged as SKIP0000010–11.

42. Attached as Exhibit A-40 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00001153–55, SKP00001488–92, and SKP00002367–71.

43. Attached as Exhibit A-41 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00004243, SKP000038822–24, and SKP000084116–26.

44. Attached as Exhibit A-42 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP0004412–16, SKP00007671–74, SKP00009531–38, SKP000012931–32, SKP000015552–56, SKP000015755–84, SKP000052434–38, SKP000057157–58, SKP000066184–86, SKP000070763–68, and SKP0000100756–57.

45. Attached as Exhibit A-43 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00003664–67, SKP00004346–47, SKP000015624–30, SKP000017437–43, SKP000020235–36, SKP000034672–77, and SKP000060686–93.

46. Attached as Exhibit A-44 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00003303–04, SKP000020000–03, SKP000020473–76, SKP000060612–14, SKP000084992–94, and SKP000086008.

47. Attached as Exhibit A-45 is a true and correct copy of excerpts of the transcript of the deposition of Marcial Lapp, taken on May 30, 2024.

48. Attached as Exhibit A-46 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00005479–81.

49. Attached as Exhibit A-47 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00059850–57.

50. Attached as Exhibit A-48 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00059858–60.

51. Attached as Exhibit A-49 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00059930–32.

52. Attached as Exhibit A-50 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00084825–28.

53. Attached as Exhibit A-51 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00085908–11.

54. Attached as Exhibit A-52 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00062222–65

55. Attached as Exhibit A-53 is a true and correct copy of a Skiplagged customer complaint, produced by Skiplagged as SKP00024561–64.

56. Attached as Exhibit A-54 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00003855–57, SKP00004827–29, and SKP00006578–81.

57. Attached as Exhibit A-55 is a true and correct copy of an email exchange between Skiplagged and Duffel, produced by Skiplagged as SKP00089977–80.

58. Attached as Exhibit A-56 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00010763–65.

59. Attached as Exhibit A-57 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00010776–78.

60. Attached as Exhibit A-58 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-00005774-75.

61. Attached as Exhibit A-59 is a true and correct copy of a customer complaints related to Skiplagged and discussed internally by American, produced by American as AA-SKP-00005562-63, AA-SKP-000052654, AA-SKP-000052881-83, AA-SKP-000053218-22.

62. Attached as Exhibit A-60 is a true and correct copy of the Expert Report of David N. Fuller, CFA, ASA, CFE dated May 31, 2024.

63. Attached as Exhibit A-61 is a true and correct copy of the Skyscanner B2B Affiliate Agreement with Skiplagged, produced by Skiplagged as SKP00111207-25.

64. Attached as Exhibit A-62 is a true and correct copy a Fare, Schedule and Inventory Access and Use Agreement between American and Skyscanner Limited, produced by American as AA-SKP-00065397-418.

65. Attached as Exhibit A-63 is a true and correct copy of an email exchange between American and Skyscanner with attachment, produced by American as AA-SKP-00103689-95.

66. Attached as Exhibit A-64 is a true and correct copy of an email exchange between American and Skyscanner, produced by American as AA-SKP-00103696-99.

67. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 1, 2024.

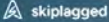


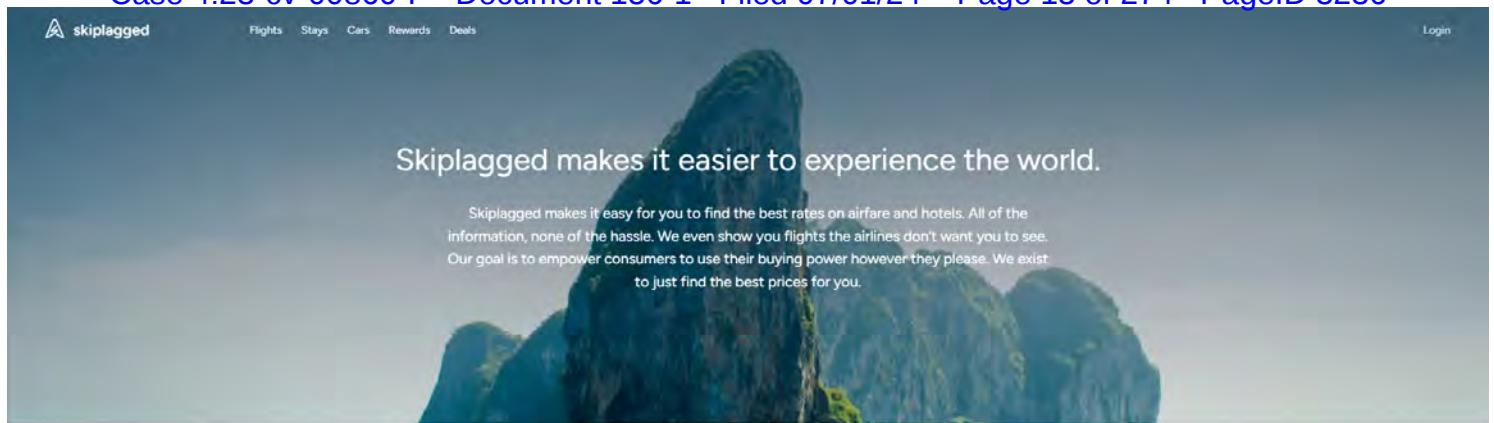
Julia G. Wisenberg

Exhibit A-1

Withheld Due to Confidential Information
Pending Motion for Leave to File Under Seal


Exhibit A-2


[Flights](#)
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Skiplagged makes it easier to experience the world.

Skiplagged makes it easy for you to find the best rates on airfare and hotels. All of the information, none of the hassle. We even show you flights the airlines don't want you to see. Our goal is to empower consumers to use their buying power however they please. We exist to just find the best prices for you.




Making it easier to experience the world.

Find flight and hotel rates you won't see anywhere else. Check out our [mobile app](#).



We show you flights the airlines don't want you to see.

Skiplagging or hidden-city flying is where you get off at the layover rather than the final destination to save money.



Wynn Las Vegas
9.1 Excellent
★★★★★

\$352
\$198
PER NIGHT

We also show you the best rates on hotels.

This is one of the top hotels in Las Vegas. Everyone else is charging \$200/night. We only charge \$100/night.

How are we doing this?

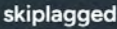
Our unique algorithm shows the cheapest regular flights and skiplagging flights faster than any other site. Skiplagging flights refer to itineraries with multiple legs where the traveler exits prior to the final destination. As an example, a traveler who wants to go to San Francisco from New York would book a flight that is ticketed for NYC -> San Fran -> Seattle and end their travel once they arrive in San Fran and skip the leg to Seattle. This results in savings of up to 80% using Skiplagged. Be sure to check out our [FAQ](#) for full details.

Why are we doing this?




We are improvers and frequent travelers. We believe consumers should have more power over how they spend their money. Information = power in our books. We grew tired of the inefficient and expensive process of travel planning so we sought to improve it by creating a lightning fast search portal. We also noticed there were no travel companies that truly worked for the consumers benefit so we changed that. [Some tried to stop us but we persevered.](#)

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Q Search

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How do I add my TSA Known Traveler Number (KTN) to my booking?

Why are there two booking links for my round trip flight?

How do I purchase tickets for multiple travelers?

Why is the app not defaulting to my local airport?

How do I search for a hidden-city flight?

Can I track the price of a specific flight?

Can I search for a multi-city itinerary?

[See more](#)

How do I search for a hidden-city flight?

Follows

Hidden-city or "Skiplagged Rate" flights are only available on certain routes. Some cities are major transit hubs, so flights frequently have layovers in those cities.

If you are flying through such a city, you may see flight options on our site that allow you to disembark at the layover city. If these options are available, they will appear in your search results (you don't have to do anything special to get these results to appear). You'll know they're hidden-city flights because the final legs of the journey will be crossed off, and the layover location will appear as your destination. These flights will also be denoted as "Skiplagged rate":

The screenshot shows a Tableau report titled "Phone sales per marketing flight". The report is a table with the following columns: "Flight", "Duration", "Start", "End", and "Price". The data is filtered by "Marketing" and "Flight". The table contains the following data:

Flight	Duration	Start	End	Price
4h	6:42pm	9:23pm		\$196
4h	12:20pm	3:02pm		\$177
1.7h	5:59pm		9:54pm	\$213

If hidden-city flights are options in your search results, you will have the ability to filter the results to view hidden-city flights. On the website, simply select the filter option on the left called **SKIPLAGGING** to view **Hidden-City** flight in your search results. Deselect it to exclude hidden-city flights:

Remember: If you choose a hidden-city itinerary, consult our page about tips for hidden-city travel: [What is a "hidden-city" flight?](#)



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What is Skiplagging or "hidden-city" flying?

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Skiplagged Support

Skiplagged support > Flights

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See more

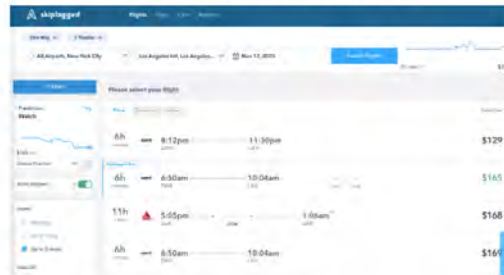
How to Book a Flight on Skiplagged

Follow

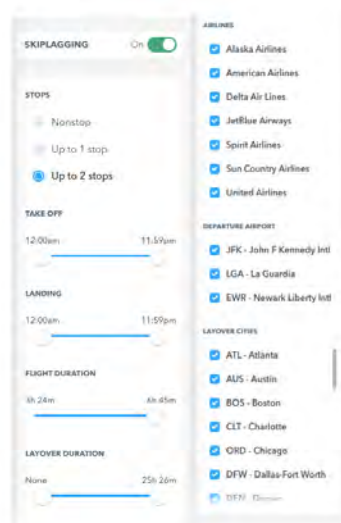
Welcome to Skiplagged! Here are some basic instructions on how to search for and book a flight.

Go to the <https://skiplagged.com/> homepage and enter your departure and destination locations and departure date for a one-way trip. You can also change to round trip and adjust the number of travelers.

Flight search results will load on the next screen so you can choose your flight.



- There are two types of flights: **Standard** and **Hidden-city** or **Skiplagging**
- **Standard:** Leaving from the departure city and arriving at the final destination of the ticket. (Example: You want to fly from NYC area to LAX. The route is JFK-SEA-LAX. This means you would leave from JFK and arrive at the final destination of the ticket, LAX).
- **Hidden-city (Skiplagging):** Leaving from the departure city and you will disembark at the layover airport but not continue on to the final destination of the ticket. (Example: You want to fly from NYC to LAX and you found a hidden-city flight route EWR-LAX-OAK. This means you would exit in LAX and not continue on to OAK.) Learn more about them here: [What is Skiplagging or "hidden-city" flying?](#)

There are **filters along the left side** where you can narrow down your options by filtering standard vs. hidden-city (skiplagging), number of stops, takeoff, landing, flight duration, layover duration, airlines, departure airport, and layover city.To **select a flight**, you can hover over the price on the right side and click on the flight or the blue "Select" button.

- This will create a popup for you to review the details before you get to the checkout page.
- If you are ready to book, click on the blue "Book Now" button to take you to the checkout page.

Share

New York - Los Angeles
Friday, November 17

X

SKIP0000075

App'x 0107

12h26m | 1 stop | 1 Traveler

DELLA AIRLINES

7:10a
JFK
New York to Seattle | 6h25m | DL 827

10:35a
SEA

3h20m Layover in Seattle (SEA)

DELLA AIRLINES

1:55p
SEA
Seattle to Los Angeles | 2h43m | DL 2372

4:38p
LAX

\$193
1 Adult | No Children

[Book Now](#)

On the checkout page, you will select fare class (if available), enter the passenger information, and the payment information.

- Once you have reviewed the flight, the payment information, and agreed to the terms and conditions, you now click on the final, blue "Book Now" button to complete your flight purchase. You will see a page showing the booking was successfully completed.

skiplagged Home | About | Contact

Hi there!
You will earn up to 1,000 miles back in travel credits after booking.

Great! Don't forget to check your email for your flight confirmation.

Flight Details

New York to Los Angeles
12h26m | 1 stop | 1 Traveler

7:10a
JFK
New York to Seattle | 6h25m | DL 827

10:35a
SEA

3h20m Layover in Seattle (SEA)

1:55p
SEA
Seattle to Los Angeles | 2h43m | DL 2372

4:38p
LAX

Summary of Charges

Fare	\$193.00
Taxes & Fees	\$118.00
Total	\$311.00

[Book Now](#)

Within a few minutes, a Skiplagged confirmation email will be sent to the inbox of the email address you used on the checkout page.

And that's it. You've booked your flight. Thank you for choosing us and safe travels!



Have more questions? [Submit a request](#)

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Skiplagged Support + FAQ

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How do I contact Skiplagged's support team?

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How do I receive a refund for a canceled flight?

Why don't I see any search results?

Beware of Scammers Pretending to be Skiplagged

How do I cancel Trip Protection?

Where are the price graphs for flights?

What are the benefits of creating an account with Skiplagged?

Does Skiplagged buy or sell timeshares?

[See more](#)

What is Skiplagging or "hidden-city" flying?

Follow

Skiplagging or hidden-city flying is where you get off at the layover rather than the final destination. For example, a flight from New York to Orlando might be \$250, but a similar flight from New York to Dallas with a layover in Orlando might be \$130. If you're going to Orlando, we'll show you both flights. If you choose the cheaper one, you get off the plane at the layover (Orlando) rather than going to the final ticketed destination (Dallas).

This is perfectly legal and the savings can be significant, but there are **some things to be aware of**:

- **Backpack only** — We recommend only bringing a backpack that can fit under the seat in front of you. Anything larger risks getting checked at the gate, and all checked bags will end up in Dallas (final ticketed destination)!
- **Bring your passport** for international flights (even if you're not going all the way to the final destination). Some carriers require a passport to board the plane.
- **You may need a visa** for international flights. This depends on the country that's the final destination. In some cases, all you need is a passport, but you may also need a visa for some countries.
- **Don't associate a frequent flyer account** — If you do, the airline might invalidate any miles you've accrued with them.
- **Some airlines may require proof of a return ticket** during check-in. If this happens to you, just buy a refundable return ticket directly from the airline and cancel it ASAP after boarding.
- **Do not overuse** hidden-city itineraries. Do not fly hidden-city on the same route with the same airline dozens of times within a short time frame.
- In rare times of irregular operations such as bad weather, your itinerary may change at the discretion of the airline (2% chance).
- You might upset the airline, so don't do this often.



Have more questions? [Submit a request.](#)

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Skiplagged Support

Exhibit A-3

5/28/24, 10:05 AM

United Airlines sued me last year for creating Skiplagged, a site that saves consumers money on airfare by exposing secrets. Inst...

r/IAMA • 9 yr. ago
skiplagged

United Airlines sued me last year for creating Skiplagged, a site that saves consumers money on airfare by exposing secrets. Instead of shutting it down, United made Skiplagged go viral worldwide and supporters donated over \$80,000! Today, there's no lawsuit and Skiplagged is still marching on. AMA

Business

Update: reddit hug of death, try the Android or iOS apps if website fails <3 . We're also hiring, particularly engineers to make Skiplagged better. Email apply@skiplagged.com if you're interested.

This is a followup to the AMA I did last year, just after the federal lawsuit was filed.

Hey guys, I founded Skiplagged. Skiplagged is like a regular airfare search engine except it also shows you fares other websites don't. [Among those is something very controversial known as hidden-city.](#)

Basically, hidden-city is where your destination is a stopover; you'd simply leave the airport when you arrive at your destination. It turns out booking this way can save you hundreds of dollars on over 25% of common routes, especially in the USA. New York to San Francisco example. There are a few caveats, of course: (1) you'd have to book a round-trip as two one-ways (which Skiplagged handles automatically), (2) you can only have carry-ons, and (3) [you may be breaking an agreement with the airlines known as contract of carriage, where it might say you can't miss flights on purpose.](#)

While Skiplagged is aimed at being a traveller's best friend and does more than inform about hidden-city opportunities, hidden-city is what it became known for. In fact, many people even refer to missing flights on purpose as "skiplagging". United Airlines didn't like any of this.

Around September of last year, United reached out trying to get me to stop. I refused to comply because of their sheer arrogance and deceitfulness. For example, United tried to use the contract of carriage. They insisted Skiplagged, a site that provides information, was violating the contract. Contract of carriage is an agreement between passengers and airlines...Skiplagged is neither. This was basically the case of a big corporation trying to get what they want, irrelevant of the laws.

Fast-forward two months to Nov 2014, United teamed up with another big corporation and filed a federal lawsuit. I actually found out I was being sued from a Bloomberg reporter, who reached out asking for my thoughts. As a 22 year old being told there's a federal lawsuit against me by multi-billion dollar corporations, my heart immediately sank. But then I remembered, I'm 22. At worst, I'll be bankrupt. In my gut, I believed educating consumers is good for society so I decided this was a fight worth having. They sent over a letter shortly asking me to capitulate. I refused.

Skiplagged was a self-funded side project so I had no idea how I was going to fund a litigation. To start somewhere, I created a GoFundMe page for people to join me in the fight. What was happening in the following weeks was amazing. First there was coverage from small news websites. Then cbs reached out asking me to be on national tv. Then cnn reached out and published an article. Overnight, my story started going viral worldwide like frontpage of reddit and trending on facebook. Then I was asked to go on more national tv, local tv, radio stations, etc. Newspapers all over the world started picking this up. United caused the streisand effect. Tens of millions of people now heard

5/28/24, 10:05 AM United Airlines sued me last year for creating Skiplagged, a site that saves consumers money on airfare by exposing secrets. Inst... about what they're doing. This was so nerve-wracking! Luckily, people understood what I was doing and there was support from all directions.

Fast-forward a couple of months, United's partner in the lawsuit dropped. Fast-forward a few more months to May 2015, a federal judge dropped the lawsuit completely. Victory? Sort of I guess. While now there's no lawsuit against Skiplagged, this is America so corporations like United can try again.

From running a business as an early twenties guy to being on national tv to getting sued by multi-billion dollar corporations to successfully crowdfunding, I managed to experience quite a bit. Given the support reddit had for me last year, I wanted to do this AMA to share my experience as a way of giving back to the community.

Also, I need your help.

The crowdfunding to fight the lawsuit led to donations of over \$80,000. I promised to donate the excess, so in addition to your question feel free to suggest what charity Skiplagged should support with the remaining ~\$23,000. Vote here. The top suggestions are:

1. Corporate Angel Network - "Corporate Angel Network is the only charitable organization in the United States whose sole mission is to help cancer patients access the best possible treatment for their specific type of cancer by arranging free travel to treatment across the country using empty seats on corporate jets." <http://www.corpangelnetwork.org/about/index.html>
2. Angel Flight NE - "organization that coordinates free air transportation for patients whose financial resources would not otherwise enable them to receive treatment or diagnosis, or who may live in rural areas without access to commercial airlines." <http://www.angelflightne.org/angel-flight-new-england/who-we-are.html>
3. Miracle Flights for Kids - "the nation's leading nonprofit health and welfare flight organization, providing financial assistance for medical flights so that seriously ill children may receive life-altering, life-saving medical care and second opinions from experts and specialists throughout the United States" <http://www.miracleflights.org/>
4. Travelers Aid International - "While each member agency shares the core service of helping stranded travelers, many Travelers Aid agencies provide shelter for the homeless, transitional housing, job training, counseling, local transportation assistance and other programs to help people who encounter crises as they journey through life." <http://www.travelersaid.org/mission.html>

I'm sure you love numbers, so here are misc stats:

Donations

Number of Donations	Total Donated	Average	Min	Max	Std Dev	Fees	Net Donated
GoFundMe	3886	\$80,681	\$20.76	\$5.00	\$1,000.00	\$38.98	\$7,539.60
PayPal	9	\$395	\$43.89	\$5.00	\$100.00	\$44.14	\$0
3895	\$81,076	\$20.82	\$5.00	\$1,000.00	\$39.00	\$7,539.60	\$73,536

Legal Fees

5/28/24, 10:05 AM

United Airlines sued me last year for creating Skiplagged, a site that saves consumers money on airfare by exposing secrets. Inst...

Amount Billed	Discount	Amount Paid
Primary Counsel	\$54,195.46	\$5,280.02
Local Counsel	\$1,858.50	\$0.00
\$56,053.96		\$50,773.94

Top 10 Dates

Date	Amount Donated
12/30/14	\$21,322
12/31/14	\$12,616
1/1/15	\$6,813
1/2/15	\$3,584
12/19/14	\$3,053
1/4/15	\$2,569
1/3/15	\$2,066
1/6/15	\$2,033
1/5/15	\$1,820
1/8/15	\$1,545

Top 10 Cities

5/28/24, 10:05 AM

United Airlines sued me last year for creating Skiplagged, a site that saves consumers money on airfare by exposing secrets. Inst...

City	Number of Donators
New York	119
San Francisco	61
Houston	57
Chicago	56
Brooklyn	55
Seattle	48
Los Angeles	47
Atlanta	43
Washington	31
Austin	28

Campaign Growth: <http://i.imgur.com/PMT3Met.png>

Comments: <http://pastebin.com/85FKCC43>

Donations Remaining: **\$22,762**

Proof: http://skiplagged.com/reddit_11_30_2015.html

Now ask away! :)

tl;dr built site to save consumers money on airfare, got sued by United Airlines, started trending worldwide, crowdfunded legal fight, judge dismissed lawsuit, now trying to donate ~\$23,000

Exhibit A-4

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

SOUTHWEST AIRLINES CO.,

Plaintiff,

v.

**SKIPLAGGED, INC., AND
SKYBOOKER.COM LTD. d/b/a
DESTINA HOLIDAYS**

Defendants.

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Civil Action No. 3:21-cv-01722

**PLAINTIFF SOUTHWEST AIRLINES CO.'S
FIRST AMENDED COMPLAINT AGAINST SKIPLAGGED, INC AND
SKYBOOKER.COM LTD.**

Southwest Airlines Co. (“Southwest” or “Plaintiff”) files this First Amended Complaint against Skiplagged, Inc. (“Skiplagged”) and Skybooker.com ltd. d/b/a Destina Holidays (“Destina Holidays”) (collectively “Defendants”) and shows as follows:

I. NATURE OF ACTION

1. Just over 50 years since its first flights in 1971, Southwest Airlines has grown to become one of the most-flown airlines in the United States. Southwest prides itself on offering customer-friendly policies, including its unique “Bags Fly Free” policy (each customer can check two bags for free, subject to weight and size limits) and its “No Change Fees” policy (Southwest does not charge fees to change or cancel flights, though fare differences may apply).

2. Southwest has built a reputation for high customer satisfaction and has recently received several awards demonstrating its success, such as the 2020 J.D. Power award for best airline in North America, the Wall Street Journal’s “Best Airline” of 2020, and one of America’s Most Trusted Travel & Hospitality Brands for 2021 by Morning Consult. Southwest takes pride in

these awards and one key factor in this success comes from Southwest employees showing their legendary customer service and hospitality on a daily basis.

3. To help with customer service, among other goals, Southwest maintains the exclusive online distribution rights to sell Southwest tickets to the general public through the Southwest Website¹ and does not allow online travel agencies (“OTAs”) to sell Southwest flights without express written approval. Southwest offers its low-fare flights, ticket information, reservation details, additional booking options for Southwest flights, and ancillary services through its website at www.Southwest.com and its mobile application available via the Apple app store and Google Play app store. Having customers book trips through the Southwest Website enables Southwest to efficiently communicate with its customers about important information prior to the trip or, if necessary, to timely update them on a flight’s schedule change on the day of travel.

4. Southwest has long controlled access to the Southwest Website to prohibit OTAs from selling reservations on its airline without authorization. Among other things, the Terms & Conditions for use of the Southwest Website (the “Terms & Conditions”) expressly prohibit any attempts to “page scrape” flight data and any use of the Southwest Website “for any commercial purpose” without authorization from Southwest.² This is an important distinguishing feature of its business strategy, and a source of competitive advantage.

5. In the past, Southwest has successfully prosecuted actions and obtained injunctions against website operators or OTAs attempting to scrape or display data from the Southwest

¹ The terms “Southwest Website” or “Southwest.com” shall refer to Southwest’s public-facing front end website available at www.Southwest.com, application programming interface (“API”), and/or mobile applications, available via the Apple app store and Google Play app store. API is an interface used to programmatically access an application through a set of routines, protocols, and other tools for building software applications. The purpose of using an API is to access an application without using the standard user interface.

² A true and correct copy of the Southwest Terms & Conditions is attached as Ex. A.

Website for commercial purposes without authorization by Southwest. *See, e.g., Southwest Airlines Co. v. Farechase, Inc.*, 318 F.Supp.2d 435 (N.D. Tex. 2004); *Southwest Airlines Co. v. BoardFirst, L.L.C.*, No. 3:06-CV-0891-B, 2007 WL 4823761, at *4-11 (N.D. Tex. Sept. 12, 2007); *Southwest Airlines Co. v. Infare Solutions A/S*, No. 3:10-cv-01674-M (N.D. Tex. 2010); *Southwest Airlines Co v. Checkinsooner.com, LLC*, No. 3:10-cv-01512-K (N.D. Tex. 2010); and *Southwest Airlines v. Roundpipe LLC, et al.*, 375 F. Supp. 3d 687 (N.D. Tex. 2019).

6. Southwest previously filed a lawsuit against Kiwi.com, Inc. and Kiwi.com, s.r.o., (hereinafter, “Kiwi”), a Czech OTA business that owns and operates a website at www.kiwi.com (hereinafter, “Kiwi.com”), that has engaged in repeated, unlawful activity relating to the Southwest Website and ignored a series of cease and desist demands from Southwest.³ On September 30, 2021, this Court granted Southwest’s Motion for Preliminary Injunction against Kiwi. *See Sw. Airlines v. Kiwi.com, et al.*, No. 3:21-cv-0098, 2021 WL 4476799 (N.D. Tex. Sept. 30, 2021) (“Kiwi Ruling”).

7. Southwest recently discovered that Defendants are displaying Southwest’s trademarks and/or fare information – without authorization – and, on information and belief, Skiplagged (a) was previously collecting or scraping Southwest’s fare information from Kiwi; and (b) has recently been collecting or scraping Southwest’s fare information from Destina Holidays. Both Kiwi and Destina Holidays obtained Southwest’s fare information without authorization and in violation of the Southwest Terms & Conditions.

8. In sum, Skiplagged would display Southwest’s fare information on its website and then direct Skiplagged’s users to complete the booking or purchase on an unauthorized OTA like

³ *Sw. Airlines Co. v. Kiwi.com, et al.*, No. 3:21-cv-00098 (N.D. Tex.) (the “Kiwi Litigation”).

Kiwi or Destina Holidays. Neither Skiplagged, Kiwi, nor Destina Holidays is authorized to display Southwest fares or sell Southwest flights.

9. Despite Skiplagged claiming its website “Shows you the cheapest regular flights” and “the best available rates anywhere,”⁴ and Destina Holidays claiming that “if you are looking for a budget trip, Destina Holidays is your go-to place”⁵ these statements are false and misleading because Defendants display Southwest fares that are inflated above the actual price on the Southwest Website. *See infra* at ¶¶ 20-22, 107-110.

10. Prior to the Kiwi Ruling, Kiwi was sharing Southwest’s data with its partner, Skiplagged, who, together with Kiwi, had been using Southwest’s data and trademarks to sell tickets (including prohibited “hidden city” tickets) on Southwest Airlines at a markup, without Southwest’s authorization.

11. Even after this lawsuit (filed in July 2021) and the Kiwi Ruling (issued in September 2021), Skiplagged continued to display Southwest’s flight and fare information by directing its users to purchase Southwest flights on unauthorized OTAs, including www.DestinaHolidays.com.

12. Upon information and belief, Skiplagged has entered into a contract or business relationship with Destina Holidays for the purpose of helping Destina Holidays to sell Southwest flights, among other things. Throughout 2022, Skiplagged directed its users to purchase Southwest flights on the Texas-based website www.DestinaHolidays.com. As a result, throughout 2022, Southwest sent two (2) separate cease and desist letters to a Texas corporation, Skybooker.com Ltd (d/b/a Destina Holidays), through its registered agent in Irving, Texas (located in this District).

⁴ See <https://skiplagged.com/> (last visited July 29, 2022).

⁵ See <https://www.destinaholidays.com/static/about-us> (last visited July 29, 2022).



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
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**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

DESTINA HOLIDAYS

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

skybooker.com ltd

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is :
10/10/2031

5. The entity is a : **Domestic For-Profit Corporation**

6. The entity's principal office address is:
7952, SOUTHFORK BEND, irving, TX, USA 75063-75063

13. Thus, even after this lawsuit was filed, Skiplagged furthered its Texas contacts by conducting business with a Texas corporation (via the website www.DestinaHolidays.com) in order to display, market, and sell Southwest flights without authorization.

A. Southwest filed suit against Kiwi for illegally scraping data from Southwest's website and using it to sell tickets on Southwest's airline without its authorization.

14. For a period of time before 2021, Skiplagged and Kiwi worked in concert to engage in the unauthorized display of Southwest's fare information and the unauthorized sale of Southwest's flights.

15. In the Kiwi Litigation, Southwest alleged that Kiwi was illegally harvesting flight schedules and airfare prices from the Southwest Website and servers in violation of the Southwest Terms & Conditions. Kiwi then used Southwest's data to sell airline tickets on Southwest Airlines without its authorization.

16. As alleged in the Kiwi Litigation, Kiwi has engaged in the following unlawful conduct:

- a. **Page Scraping:** Kiwi knowingly violated the Southwest Terms & Conditions through its unauthorized access and scraping of flight and pricing data from the Southwest Website;
- b. **Unauthorized Sale:** Kiwi knowingly violated the Southwest Terms & Conditions by selling Southwest tickets without approval from Southwest and therefore has engaged in unauthorized commercial activity;
- c. **Unauthorized Services:** Kiwi knowingly violated the Southwest Terms & Conditions by charging certain “service fees” that are not otherwise charged by Southwest;
- d. **Trademark Infringement:** Kiwi knowingly violated Southwest’s registered trademarks by displaying, among other things, Southwest’s famous “Heart” logo on Kiwi.com;
- e. **Unauthorized Access:** Kiwi violated federal and state law by continuing to access the Southwest Website without authorization from Southwest;
- f. **Unfair and Deceptive Practices:** Kiwi violated federal law by engaging in unfair and deceptive practices in connection with the sale of airline tickets, including (i) selling Southwest flights without permission; (ii) failing to identify the carrier when advertising Southwest flights; (iii) adding its own service fees to the price of Southwest flights; (iv) misrepresenting Southwest’s policies in an effort to bilk customers into purchasing ancillary services from Kiwi, such as customer service and checked bags, that are free with the purchase of Southwest flights; (v) failing to issue refunds to customers for cancellations on Southwest flights; and

g. **Hidden City Tickets:** Kiwi promoted and offered “hidden city” tickets, meaning that the passenger’s intended final destination is not the ticketed final destination, but rather an intermediate or connecting city.⁶ This booking practice is a violation of Southwest’s Contract of Carriage. It negatively impacts Southwest’s operations and causes problems (i) with checked baggage because Southwest must check baggage to the ticketed, final destination, yet the customer intends to end their trip in the connecting city; (ii) for operational employees and flight crews trying to locate connecting customers that are listed on the connecting flight’s manifest; and (iii) trying to locate connecting customers which lead to flight delays that negatively impact other passengers and disrupt Southwest flight schedule and on-time performance metrics. Southwest has recently suffered multiple reportable flight delays caused by Kiwi’s unauthorized sales of “hidden city” flights.

B. Southwest discovers that Skiplagged is displaying Southwest’s fare information (at inflated prices) by scraping or connecting to Kiwi’s website, which is also not authorized to display Southwest’s fare information

17. As part of its investigation, Southwest discovered that certain “hidden city” tickets for which Kiwi was the apparent seller were in fact obtained through a website owned by Skiplagged, www.Skiplagged.com.

⁶ As an illustrative example, a passenger purchases a ticket from Los Angeles to New York with a connection in Las Vegas, but does not travel beyond Las Vegas. These are also known as “buy long/fly short” itineraries or “hidden city” tickets.

18. On information and belief, Kiwi distributed *to Skiplagged* the Southwest schedules and fares that Kiwi was scraping from Southwest’s website.⁷

19. On information and belief, Skiplagged integrated Kiwi’s database into its own travel website by becoming a Kiwi “partner.” According to Kiwi’s website, OTAs and metasearch engines must become a Kiwi partner to access Kiwi’s flight and fare data and these partners are remunerated on a commission basis.⁸

20. On information and belief, Skiplagged and Kiwi work together, as partners, to market and sell tickets on Southwest Airlines at an inflated price—and earn profits on these sales.

21. Kiwi’s website describes its “B2B2C” model as follows:

Kiwi collects content from hundreds of different sources, including consolidators, web-modules, and direct APIs with carriers. ... Kiwi.com provides a unified pricing model for our B2B2C customers. Our markup contains *fees for the provision of services and a partner commission*. It is possible to receive pricing with no commission in order to make the price more attractive for the final customer. ... The prices which are returned by our Search API are always final. These include *partner commission*, guarantee costs, payment fees, Customer Support fees, infrastructure and content fees, *and Kiwi.com’s commission*. **Kiwi.com acts as the merchant of record**. Our markup is dynamically calculated and varies from 5 per cent to 20 per cent.⁹

22. Kiwi and Skiplagged understand that they are able to convince buyers to purchase tickets at inflated prices by (i) including flights on airlines like Southwest that are not otherwise

⁷ Kiwi website, <https://partners.kiwi.com/our-solutions/tequila/> (last verified, July 11, 2021). Kiwi website, <https://www.kiwi.com/tw/pages/content/partner> (then click on OTA & metasearch) (last accessed July 12, 2021).

⁸ <https://www.kiwi.com/tw/pages/content/partner> (last accessed July 12, 2021).

⁹ <https://partners.kiwi.com/technology-services/b2b2c-partnership-model/> (last accessed July 20, 2021) (emphasis added).

available on OTAs like Kayak or Expedia; and (ii) promoting improper ways to combine flights to reach a destination, like “hidden city” travel.¹⁰

C. Skiplagged partners with Kiwi to sell “hidden city” tickets on Southwest.

23. Skiplagged runs a search engine that claims to identify lower airfares to a given destination by, with its actual knowledge, inducing OTAs (like Kiwi and Destina Holidays) to breach applicable contracts of carriage with the airline. Skiplagged’s CEO Aktarer Zaman signed a declaration in the New York action that confirmed “Kiwi.com is one vendor as to which Skiplagged publishes pricing for routes offered by a wide variety of airlines, including [Southwest].”¹¹

24. The name Skiplagged is a reference to the term “Skiplagging” that is the practice of booking an itinerary where the stopover (connecting city) is the true and intended destination of the traveler. Tickets purchased to travel to a stopover rather than the destination are known as “hidden city” tickets.

25. Many airlines (including Southwest) prohibit “hidden city” tickets due to logistical, operational, and public safety concerns that arise from it. Some examples include: (1) there are challenges at the airport with checked baggage because Southwest must check baggage to the ticketed, final destination, yet the customer intends to end his or her trip in the connecting city; (2) when a customer ends his or her trip in the connecting city, this presents a series of challenges for operational employees and flight crews trying to locate connecting customers that are listed on the connecting flight’s manifest; and (3) challenges arise in the amount of time trying to locate

¹⁰ See, e.g., <https://partners.kiwi.com/technology-services/b2b2c-partnership-model/> (last accessed June 12, 2020).

¹¹ *Skiplagged, Inc. v. Southwest Airlines Co.*, No. 1:21-cv-05749-JPC (S.D.N.Y.) (Dkt. #35) Declaration of Aktarer Zama ¶ 4.

connecting customers which has led to actual flight delays that negatively impact other passengers and disrupt Southwest's flight schedule and on-time performance metrics.

26. "Hidden city" travel violates the Contract of Carriage that a passenger enters with Southwest and, more specifically, Section 2(a)(2) of Southwest's Contract of Carriage prohibits "purchasing a Ticket without intending to fly all flights to gain lower fares (hidden cities)."¹²

27. By identifying and promoting prohibited forms of travel (such as "hidden city" tickets), Skiplagged has induced Southwest's customers to breach both (a) the Southwest Terms & Conditions and (b) Southwest's Contract of Carriage.

28. Skiplagged.com includes repeated reference to "hidden city" tickets that it describes as "a flight where you get off at the layover rather than the final destination"¹³ and then explains "but there are **some things to be aware of**" and notes that:

- You might upset the airline, so don't do this often.

¹² Southwest provides notice of the Contract of Carriage throughout the purchase path, among other places on the Southwest Website, and also incorporates the Contract of Carriage as part of the Terms & Conditions that provide: "[i]n some instances both these Terms [& Conditions] and separate terms and conditions will apply, including . . . [being] subject to the terms & conditions contained in Southwest's Contract of Carriage." Kiwi's website also contains terms and conditions explaining to Kiwi's users in the "Service Agreement" (Article 2.1.2) that Kiwi's services consist of "[b]rokerage of the Contract of Carriage between You [the Kiwi user] and the Selected Carrier." Article 16 of Kiwi.com's terms and conditions are labeled "Brokerage of the Contract of Carriage" and explains: "We [Kiwi] are responsible primarily for brokering the Contract of Carriage between You [Kiwi user] and a Selected Carrier."

¹³ <https://support.skiplagged.com/hc/en-us/articles/115003286687-What-is-a-hidden-city-flight-> (last accessed July 23, 2021).

29. On information and belief, when a Skiplagged.com user is ready to purchase a ticket on Southwest, Skiplagged.com directs the user to a page on Kiwi.com (or more recently DestinaHolidays.com) to complete the purchase and process payment.

30. Because Kiwi or Destina Holidays acts as the merchant of record, Southwest cannot easily determine from the electronic record which tickets were purchased through Skiplagged.com.

D. Southwest demands that Skiplagged cease and desist from using its trademarks and selling “hidden city” flights on its airline without authorization.

31. On June 8, 2021, Southwest wrote a letter to Skiplagged from Texas, explaining that Skiplagged was violating the Southwest Terms & Conditions by scraping and/or using data scraped from Southwest.com, promoting “hidden city” tickets, and using Southwest’s trademarked heart logo to advertise the sale of tickets on Southwest Airlines without its authorization.¹⁴

32. Southwest explained that Southwest had “the exclusive distribution rights to sell Southwest flights to the general public through the Southwest Website” and never authorized Skiplagged to display or sell its fares, display its trademark logos, publish its flight or fare data, or to use the Southwest Website for or in connection with offering any third-party product or service—or use Southwest’s trademarks in doing so.¹⁵

33. Southwest further explained that Skiplagged was inducing Southwest customers to violate the Southwest Terms & Conditions and/or Contract of Carriage. Southwest included a complete copy of the Southwest Terms & Conditions, and the details of registered trademarks. It noted that the Southwest Terms & Conditions prohibit:

¹⁴ Letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021), attached hereto as Ex. B.

¹⁵ *Id.* at p. 1.

- Use of the Southwest Website to “copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information¹⁶ to create a derivative work;”
- Use of the Southwest Website “for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;”
- Engaging in any activity in connection with the Southwest Website or Company Information that is “fraudulent, unlawful, false or misleading”;
- Attempts to “harvest any information from the [Southwest Website];”
- Attempts to “infringe any intellectual property or other right of any third party;”
- Use of the Southwest Website “to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;” and
- “[U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, ... search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]”¹⁷

¹⁶ “Company Information” is defined in the Southwest Terms & Conditions as “Information and materials concerning Southwest and its products and services, and similar items from our licensors and other third parties, including flight schedules, routes, fares, text, graphics, button icons, layout, databases, articles, posts, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Sites, audio and video clips, digital downloads, data compilations (including customer and Rapid Rewards® information), the compilation, assembly, and arrangement of the materials of the Sites, all copyrightable materials, trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Southwest, and other forms of intellectual property, and information regarding the status of Southwest flights, etc.” *See* Ex. A.

¹⁷ *See* Ex. B, letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

34. On June 18, 2021, outside counsel for Southwest in Texas wrote to Skiplagged again demanding that it cease and desist from all violative conduct and preserve all physical and electronic evidence in anticipation of litigation. In the June 18th letter, Southwest expressly noted that **“Skiplagged’s failure to cease and desist the conduct described herein may result in Southwest pursuing litigation against you in a Texas federal court and seeking all available legal relief, including damages and/or injunctive relief, and seeking to recover its attorneys’ fees.”**¹⁸

35. On June 21, 2021, Skiplagged replied to counsel for Southwest in Texas, asserting that it did not “web scrape” data from the Southwest.com website or obtain data from Southwest’s application programming interface or sell “hidden-city” flights on Southwest.¹⁹ And it no longer displayed any heart logo for Southwest flights.

36. On July 1, 2021, outside counsel for Southwest replied to Skiplagged’s June 21 letter again demanding that it cease and desist.²⁰ Counsel explained that Skiplagged continued to violate the Southwest Terms & Conditions through its unauthorized publication, marketing, and sale of Southwest tickets (that falsely misrepresent actual ticket prices), even if linking to another unauthorized travel website, Kiwi.com. Southwest explained that it had filed a federal lawsuit against Kiwi that included, among other things, a claim for breach of the Southwest Terms & Conditions, and provided the relevant case number.

¹⁸ Letter from Michael Wilson to Skiplagged, Inc. c/o Aktarer Zaman (June 18, 2021), attached hereto as Ex. C (emphasis original).

¹⁹ Letter from Skiplagged, Inc. c/o Aktarer Zaman to Michael Wilson (June 21, 2021), attached hereto as Ex. D.

²⁰ Letter from Michael Wilson to Skiplagged, Inc. c/o Aktarer Zaman (July 1, 2021), attached hereto as Ex. E.

37. Southwest warned Skiplagged that if it did not cease displaying Southwest flights at inflated prices and directing customers to Kiwi.com to purchase Southwest flights, cease promoting “hidden city” flights on Southwest Airlines, and cease interfering with Southwest’s contractual relationships with Southwest’s current and future customers, Southwest would file suit in federal district court in Texas.²¹

38. Southwest explained that “regardless of how Skiplagged acquires the information, Skiplagged is misleading and deceiving customers by misstating the cost of Southwest’s flights. By misrepresenting and inflating the cost of Southwest’s fares, Skiplagged is also violating federal law, which prohibits deceptive and misleading practices in the sale of air transportation.

39. On July 6, 2021, outside counsel for Skiplagged replied to Southwest’s letter.²² There, it denied that its conduct (in republishing Southwest fare data and selling Southwest flights to consumers on “hidden-city” flights, at a markup) was wrongful. It declared that it was not subject to jurisdiction in Texas and was therefore filing a defensive declaratory judgment action in New York:

Accordingly, *given your Letter’s litigation threat, Skiplagged has commenced a declaratory judgment action in the Southern District of New York*, which properly has jurisdiction over this dispute.²³

40. Skiplagged also claimed that it obtained its Southwest fare data from third parties—and not from Southwest.com. It denied representing to Skiplagged customers that the prices

²¹ *Id.*

²² Letter from Skiplagged, Inc. c/o Aktarer Zaman to Michael Wilson (July 6, 2021), attached hereto as Ex. F (emphasis added).

²³ *Id.*

Skiplagged charged them for Southwest flights were “the ‘actual’ prices that Southwest charges” for its flights.

41. Southwest implemented self-help security measures, including technology blocks, in an effort to stop Kiwi (and therefore, also its “partners” like Skiplagged) from illegally scraping its data and using it to sell “hidden city” tickets on its airline, without authorization. Kiwi continued to hack the Southwest Website (in violation of federal law and the Southwest Terms & Conditions), republish Southwest fares and flight schedules, and share it with Skiplagged, who, together with Kiwi, used the data to sell flights on Southwest’s airline without authorization.

E. Skiplagged files a declaratory judgment action in New York to deprive Southwest of its right as plaintiff to the forum of its choice; Southwest files this suit.

42. On July 2, 2021, to deprive Southwest of its right to a forum of its choice, Skiplagged filed a declaratory judgment action in Federal District Court for the Southern District of New York.²⁴

43. Nearly one year later, on July 1, 2022, the New York federal court granted Southwest’s Motion to Dismiss Skiplagged’s Declaratory Judgment Action and, in a written opinion, ruled that Skiplagged’s lawsuit was an “improper anticipatory action.”²⁵

44. Among other things, Skiplagged and Kiwi (or Destina Holidays) have acted in concert and on information and belief, pursuant to a partnership or affiliate agreement, to market and sell Southwest flights, including “hidden city” tickets.

²⁴ *Skiplagged, Inc. v. Southwest Airlines Co.*, Case No. 1:21-cv-05749-JPC (S.D.N.Y.).

²⁵ *Id.* Dkt #46 at 5–6.

F. Skiplagged partners with Destina Holidays, another unauthorized OTA to continue to illegally sell flights on Southwest.

45. As part of its investigation into unauthorized OTAs, Southwest determined that Texas-based Destina Holidays was selling unauthorized tickets for flights on Southwest and that after the Kiwi litigation, Skiplagged was sending users to Destina Holidays to complete their ticket purchases.

46. On information and belief, like other unauthorized OTAs, Destina Holidays is not legally permitted to display Southwest flight and fare data and obtains information regarding Southwest flights and fares through improper means.

47. On information and belief, Destina Holidays uses fake or false addresses and other misleading information to purchase Southwest tickets in violation of the Southwest Terms and Conditions.

48. On December 1, 2021, Southwest wrote a letter to Destina Holidays, explaining that Destina Holidays was violating the Southwest Terms & Conditions by using data unlawfully obtained from Southwest.com and advertising and selling tickets on Southwest Airlines without its authorization.²⁶

49. In the December 1, 2021 notice, Southwest explained to Destina Holidays that Southwest had “the exclusive distribution rights to sell Southwest flights to the general public through the Southwest Website” and never authorized Destina Holidays to display or sell its fares, publish its flight or fare data, or to use the Southwest Website for or in connection with offering any third-party product or service—or use Southwest’s trademarks in doing so.²⁷

²⁶ Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021), attached hereto as Ex. G.

²⁷ *Id.* at p. 2.

50. In the December 1, 2021 notice, Southwest further explained that Destina Holidays was inducing Southwest customers to violate the Southwest Terms & Conditions and/or Contract of Carriage. Southwest included a complete copy of the Southwest Terms & Conditions, and the details of registered trademarks. Southwest further explained to Destina Holidays that the Southwest Terms & Conditions prohibit:

- Use of the Southwest Website to “copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information²⁸ to create a derivative work;”
- Use of the Southwest Website “for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;”
- Engaging in any activity in connection with the Southwest Website or Company Information that is “fraudulent, unlawful, false or misleading ...”;
- Attempts to “harvest any information from the [Southwest Website];”
- Attempts to “infringe any intellectual property or other right of any third party;”
- Use of the Southwest Website “to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;” and

²⁸ “Company Information” is defined in the Southwest Terms & Conditions as “Information and materials concerning Southwest and its products and services, and similar items from our licensors and other third parties, including flight schedules, routes, fares, text, graphics, button icons, layout, databases, articles, posts, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Sites, audio and video clips, digital downloads, data compilations (including customer and Rapid Rewards® information), the compilation, assembly, and arrangement of the materials of the Sites, all copyrightable materials, trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Southwest, and other forms of intellectual property, and information regarding the status of Southwest flights, etc.” *See* Ex. A.

- “[U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, ... search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]”²⁹

51. Later that day (December 1, 2021), Mohammad Nadeem (who was identified as a “Director” of Destina Holidays) responded to Southwest and indicated Destina Holidays would “remove South West [sic] content immediately.”³⁰ That statement proved to be false.

52. Southwest’s investigation shows that, less than two weeks after its promise to stop, Destina Holidays resumed making unauthorized Southwest reservations on December 14, 2021.

53. Destina Holidays would continue to engage in the unauthorized activity prohibited by the Southwest Terms & Conditions, such as (1) the unauthorized distribution of Southwest’s fare information to websites like Skiplagged; and (2) the unauthorized display and marketing of Southwest’s fare information including completing bookings of tickets at inflated prices.

54. As a result, on July 1, 2022, Southwest sent a second cease and desist letter to Destina Holidays including proof that “Destina Holidays continues its unauthorized use and display of Southwest fare data.”³¹

55. On July 7, 2022, Destina Holidays responded to Southwest’s notice and said: “Please check, we have removed now”.³² That statement also proved to be false.

²⁹ See Ex. G, Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

³⁰ See Support Thread between James Sheppard (Southwest) and Mohammad Nadeem (Destina Holidays), attached hereto as Ex. H.

³¹ See *id.*

³² See *id.*

56. Southwest's investigation shows that, less than two weeks after its promise to stop, Destina Holidays resumed making unauthorized Southwest reservations on July 16, 2022.

57. Contrary to its repeated promises, Destina Holidays continued to display and sell tickets on Southwest Airlines on its website.

II. THE PARTIES

58. Southwest is a Texas corporation with its principal place of business located at 2702 Love Field Drive, Dallas, Texas 75235.

59. Skiplagged, Inc. is a Delaware corporation with a principal place of business located at 41 E. 11th St., 9th Floor, New York, New York 10003. Skiplagged owns and/or operates Skiplagged.com.

60. Skybooker Ltd. is a Texas corporation with a principal place of business located at 7952, Southfork Bend, Irving, Texas 75063. Skybooker Ltd. does business under the assumed name Destina Holidays. On information and belief, Skybooker Ltd. previously operated under the name Destina Travel.

III. JURISDICTION AND VENUE

61. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338 because Southwest asserts claims arising under 15 U.S.C. §§ 1114, 1116, 1117, and 1125 of the Lanham Act. This Court has supplemental and pendent jurisdiction over the related state law claims pursuant to 28 U.S.C. § 1367.

62. Defendants know, including from correspondence with Southwest, that:

- a. Southwest is based in Texas.
- b. Use of Southwest's Website—which is necessary not only to scrape Southwest's fares and schedules, but also to communicate passenger

information to Southwest on any ticket that Skiplagged, Kiwi, or Destina Holidays sells—is subject to the Southwest Terms & Conditions.

- c. The Southwest Terms & Conditions prohibit the use of the Southwest Website “*for any commercial purpose*, with the exception of authorized Southwest travel agents/agencies.”
- d. Pursuant to the Southwest Terms & Conditions, neither Skiplagged, Kiwi, nor Destina Holidays are authorized to scrape or publish Southwest’s proprietary schedule and pricing data.
- e. Neither Skiplagged, Kiwi, nor Destina Holidays are authorized to market or sell Southwest tickets on their websites.
- f. Southwest does not authorize the sale of “hidden city” tickets, the sale of which substantially harms Southwest, as does the misrepresentation of its prices and policies, the unauthorized sale of its products at a markup, and use of its trademarks—all of which are prohibited.
- g. The Southwest Terms & Conditions contain a forum selection clause that applies to “all disputes”:

Forum Selection

These Terms and the relationship between you and Southwest shall be governed by the laws of the State of Texas without regard to any conflict of law provisions. **You agree to the personal and exclusive jurisdiction of the courts located within Dallas, TX. You hereby consent to the exclusive jurisdiction and venue of the State and Federal courts in Dallas, Texas in all disputes.**³³

63. Although Southwest notified Defendants that Skiplagged, Kiwi, and Destina Holidays are not permitted to scrape, publish, or distribute Southwest’s data, nor are they permitted

³³ Ex. A, Southwest Terms & Conditions at 3 (emphasis in original).

to market or sell tickets on Southwest pursuant to the Southwest Terms & Conditions, Skiplagged has continued to use data from Kiwi and/or Destina Holidays to wrongfully publish and market Southwest flights on Skiplagged and direct customers to its partners, Kiwi and Destina Holidays, to process payment on the sale and collect its commission and Destina Holidays has continued to obtain and illegally republish Southwest fare and schedule data to advertise and sell flights on Southwest Airlines.

64. Due to Skiplagged directing its users to purchase tickets on Kiwi.com, Southwest was forced to file the Kiwi Litigation to enforce the contract terms on the Southwest website.

65. In connection with their unauthorized republication of Southwest fares and flight schedules and their unauthorized sales of Southwest flights and services, Kiwi was accessing Southwest's computer systems located in Texas and in this District without authorization, bypassing Southwest's security systems intended to block automated traffic and bots from using the Southwest Website, and hacking the Southwest API that is accessible only through the Southwest Website—and then distributing that data to *Skiplagged*.

66. Skiplagged knows that Kiwi and Destina Holiday's use of Southwest's data and sale of tickets on Southwest Airlines is unauthorized, but Skiplagged still continued to republish that data *and sell tickets through Kiwi and Destina Holidays* on its website, Skiplagged.com.

67. Destina Holidays knows that its use of Southwest's data and sale of tickets on Southwest Airlines is unauthorized, but Destina Holidays still continues to republish that data and sell tickets through its website, Destinaholidays.com.

68. This Court has jurisdiction over Defendants and all of Southwest's claims because:

- a. Defendants knowingly used trademarks that belong to Southwest without Southwest's permission to market and sell tickets on Southwest Airlines without authorization;
- b. Defendants knowingly have used Southwest's trademarks to market prohibited forms of travel, including "hidden city" tickets, to travelers in Texas—diluting Southwest's trademarks and causing foreseeable confusion as to the origin of certain services;
- c. Defendants knowingly induce Texas citizens to breach their contracts of carriage with Southwest—causing foreseeable injury to Southwest in Texas;
- d. Defendants market Southwest flights to travelers in Texas, and knowingly convince travelers domiciled in Texas to breach their contracts of carriage with Southwest—a Texas entity;
- e. Skiplagged, in cooperation and partnership with Kiwi and Destina Holidays, induces Kiwi and Destina Holidays to breach their agreements with Southwest by sharing Southwest's data and directing customers to Kiwi.com and DestinaHolidays.com to book "hidden city" fares;
- f. Skiplagged acts as Kiwi and Destina Holidays' partners, and collectively uses Southwest's Company Information to generate profits for Kiwi, Destina Holidays, and Skiplagged on Southwest bookings.
- g. Even after this lawsuit was filed and the Kiwi Ruling, Skiplagged still continued to display Southwest's fare and pricing information through its partnership with Destina Holidays which is a Texas corporation.

h. Destina Holidays maintains its principal place of business in Texas and is incorporated in Texas.

69. Southwest's claims arise out of the "access to ... or use" of Southwest's Website by Defendants, alone and, as to Skiplagged, in partnership with Kiwi and/or Destina Holidays. Under the Southwest Terms & Conditions, it is agreed that:

[A]ny transactions carried out through the Sites will be deemed to take place in the State of Texas, United States of America, regardless of the jurisdiction where [it] may be located or reside....

70. Defendants, both alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have committed torts in this District, breached or induced breaches of contract in this District, violated Texas statutory law in this District, and systematically conduct business in this District. Skiplagged also has purposefully availed itself of the forum by soliciting business from Texas residents and purposefully directing its actions towards Texas, including by offering and selling flights in Texas, and soliciting business from Texas residents.

71. Defendants have offered and facilitated the sale of Southwest flights to airports in Texas cities, including in this District.

72. On information and belief, Defendants have sold, using Southwest's proprietary fare data and trademarks (or caused the sale of, by directing customers to submit payment through Kiwi.com and DestinaHolidays.com), over 1,000 flights on Southwest.

73. Skiplagged knows and understands that, in connection with the purchase of Southwest flights, Kiwi and Destina Holidays interact with Southwest computer systems located in Texas and in this District, and Skiplagged, Destina Holidays, and Kiwi are selling the services of Southwest, a Texas company with its base of operations in this District. On information and

belief, Skiplagged has derived substantial revenues and profits from such contacts with Texas and can reasonably anticipate being haled into court in Texas to answer for its actions.

74. On information and belief, a significant number of travelers residing in the Dallas area have purchased tickets on Southwest through Defendants' websites.

75. The injuries Defendants inflict on Southwest are felt in this District, and Defendants knew that serious harmful effects from its conduct would occur here.

76. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the claims asserted in this action arose in this District and a substantial part of the activities, conduct and damages have occurred in Texas.

77. During all relevant times, as Skiplagged directed its users to unauthorized OTAs, Skiplagged has knowingly and intentionally induced Kiwi and/or Destina Holidays to breach the Southwest Terms & Conditions by, for example, (a) engaging in "Restricted Activity" that prohibits using Southwest's Service or Company Information for any commercial purpose; (b) using page-scraping or bots to obtain Southwest's Company Information, such as its flight and pricing data; (c) violating the prohibition on copying, displaying, publishing, or distributing Southwest's Company Information, such as its flight and pricing data; and (d) the restriction that users "will not use the Service [Southwest's website and computer servers] for or in connection with offering any third party product or service not authorized or approved by Southwest."

78. Skiplagged was knowingly accessing Southwest's Company Information (e.g., fare data) from Kiwi and, in turn, Kiwi was accessing Southwest's servers located in this district. In the Kiwi Litigation, this Court ruled that venue is proper in this jurisdiction and summarized a declaration from a Southwest Enterprise Architect explaining that "Southwest's digital platforms

are hosted and supported at data centers located in and around Dallas.” *Sw. Airlines Co. v. Kiwi.com, et al.*, No. 3:21-cv-00098 (N.D. Tex.) (Dkt. # 30).

79. Skiplagged is also knowingly obtaining and accessing Southwest’s Company Information (e.g., fare data) from Destina Holidays which (a) is a Texas corporation; and (b) on information and belief, is accessing Southwest’s servers located in this district to collect Southwest’s Company Information (e.g., fare data) and/or complete booking transactions.

IV. FACTS GIVING RISE TO THIS ACTION

A. Southwest’s Operation and Website.

80. Since its first flight in June 1971, Southwest has provided affordable flights to business and leisure passengers for just over 50 years. Southwest is one of the most-flown airlines in the United States. In the highly competitive airline industry, Southwest has been successful in large measure because of Southwest’s commitment to customer service and consumer loyalty, including its well-known promises of fares with “no hidden fees” and “no change fees” (though fare differences may apply), and allowing its customers to directly book tickets on Southwest.com.

81. Southwest owns and operates the Southwest Website. Southwest also maintains the exclusive online distribution rights to sell Southwest tickets to the general public through the Southwest Website and does not allow the sale of Southwest flights without express written approval.

82. Southwest has long prevented website operators and OTAs from selling its flights and the Southwest Terms & Conditions for the Southwest Website include a list of Restricted Activities that prohibit attempts to “page scrape” or using the Southwest Website “for any commercial purpose” without permission from Southwest.³⁴ Such restrictions are permitted under

³⁴ See Ex. A, Southwest Terms & Conditions at 2.

federal law.³⁵ Southwest's fares and flight schedules are proprietary and subject to certain use restrictions, such that they may not be republished or used for commercial purposes without Southwest's express permission.

83. To protect the security of its website and ensure normal operations, Southwest makes its website and the proprietary contents available for consumers' use subject to the Terms & Conditions. An interactive link on each page of Southwest's website, including the homepage, references the Terms & Conditions.

84. Because use of the Southwest Website constitutes acceptance of the Terms & Conditions, the Terms & Conditions constitutes a valid and enforceable contract between Southwest and those who access the website.

85. Southwest has sent multiple cease and desist letters to Defendants, informed Defendants of the Kiwi Litigation, and identified the relevant Terms & Conditions.³⁶

86. The Terms & Conditions for use of the Southwest Website specifically prohibit, among other things, the following user conduct:

- a. Use of the Southwest Website to "copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information to create a derivative work;"

³⁵ See 14 C.F.R. § 256.6 ("Nothing in this section requires an air carrier, foreign air carrier, or ticket agent to allow a system to access its internal computer reservation system or to permit 'screen scraping' or 'content scraping' of its Web site; nor does it require an air carrier or foreign air carrier to permit the marketing or sale of the carrier's services through any ticket agent or other carrier's system. 'Screen scraping' as used in this paragraph refers to a process whereby a company uses computer software techniques to extract information from other companies' Web sites without permission from the company operating the targeted Web site."). To the extent that any common law right to scrape "publicly available" data exists, this section preempts it.

³⁶ Ex. E, Letter from Michael Wilson to Skiplagged c/o Aktarer Zaman (July 1, 2021); Ex. G, Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021).



- b. Use of the Southwest Website or Company Information “for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;”
- c. Engaging in any activity in connection with the Southwest Website or Company Information that is “fraudulent, unlawful, false or misleading;”
- d. Attempts to “harvest any information from the [Southwest Website];”
- e. Attempts to “infringe any intellectual property or other right of any third party;”
- f. Use of the Southwest Website “to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;” and
- g. “[U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, . . . search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]”³⁷

87. The Terms & Conditions also provide that, by accessing the Southwest Website, or using the content made available through the website, Defendants accept and agree to the Southwest Terms & Conditions. As described herein, Defendants are aware that they, and as to Skiplagged, Kiwi and Destina Holidays, are using the Southwest Website and content from the Southwest Website.




³⁷ See Ex. A, Southwest Terms & Conditions at 2.


B. Southwest's Registered Trademarks.

88. Southwest is the owner of, among other things, the federal trademark registrations listed below (hereinafter collectively referred to as the "Southwest Marks"):³⁸

Trademark	Date	Services	No.
SOUTHWEST AIRLINES	Registered: Dec. 8, 1992	(Int'l Class: 39) transportation services; namely, transportation of cargo and passengers by air	Reg. No.: 1,738,670
SOUTHWEST	Registered: Aug. 15, 2006	(Int'l Class: 39) Transportation of passengers and/or goods by air	Reg. No.: 3,129,737
	Registered September 8, 2015 Int'l Class: 35 First Use: September 8, 2014 Filed: October 1, 2014	(Int'l Class: 35) providing electronic on-line information services, namely, the provision of advertisements and business information in respect of travel, tourism and entertainment through a computer database; advertising services and promotion services by data communications for service providers in the travel industry; on-line direct electronic marketing services and advertising services for service providers in the travel industry; providing online information to others, namely, advertisements and solicitations	Reg. No.: 4,806,962
	Registered July 7, 2015 Int'l Class: 16 First Use: September 8, 2014 Filed: December 1, 2014	(Int'l Class: 16) printed matter, namely, publications, magazines, and books all featuring information about the airline and travel industry	Reg. No.: 4,768,717
	Registered April 14, 2015 Int'l Class: 39	(Int'l Class: 39) air transportation of passengers and freight; air transportation services	Reg. No.: 4,720,322

³⁸ True and correct copies of the registration certificates for the Southwest Marks are available free of charge from the USPTO's Trademark Electronic Search System (TESS) database available at <https://www.uspto.gov/trademarks-application-process/search-trademark-database>.

Trademark	Date	Services	No.
	First Use: September 8, 2014 Filed: September 8, 2014	featuring a frequent flyer bonus program; airline transportation services; delivery of goods by air; freight transportation by air; making reservations and bookings for transportation; making transportation bookings and reservations for others by means of a website; on-line transportation reservation and travel ticket reservation services; online transportation reservation services; providing a website featuring information in the field of air transportation; providing automated check-in and ticketing services for air travelers; transport by aircraft; transport by air; transport of passengers; transport of persons and goods; transportation of passengers and/or goods by air; travel agency services, namely, making reservations and bookings for transportation	
	Registered April 21, 2015 Int'l Class: 09 First Use: September 8, 2014 Filed: September 22, 2014	(Int'l Class: 09) computer application software for mobile phones, namely, software for delivery of personalized travel information; computer e-commerce software to allow users to perform electronic business transactions via a global computer network; computer software for the delivery of personalized travel information that may be downloaded from a global computer network; downloadable mobile applications for providing personalized travel information namely flight check-in, flight status, and flight and car rental information and services; downloadable software in the nature of a mobile application for the delivery of personalized travel information	Reg. No.: 4,723,791
	Registered April 21, 2015 Int'l Class: 43 First Use: September 8, 2014 Filed: September 22, 2014	(Int'l Class: 43) making hotel reservations for others; providing a website featuring information in the field of hotels and temporary accommodations for travelers; providing personalized information about hotels and temporary accommodations for travel via the internet	Reg. No.: 4,723,789

Trademark	Date	Services	No.
	Registered January 26, 2016 Int'l Class: 41 First Use: September 8, 2014 Filed: May 22, 2015	(Int'l Class: 41) providing information on entertainment, sporting, and cultural events and venues, amusement parks, tourist attractions, and recreational activities; ticket reservation and booking services for entertainment, sporting, and cultural events and venues, amusement parks, tourist attractions, and recreational services	Reg. No.: 4,892,223

89. Southwest spends substantial time, money, and effort advertising and promoting its products and services using its trademarks throughout the United States. The Southwest Marks provide Southwest with the exclusive right to use the registered marks in connection with air transportation and other travel services, as well as the right to exclude third parties from unauthorized use of the marks. Through years of nationwide and continuous use and advertisement, Southwest has established enormous goodwill with respect to these marks, and they are Southwest's valuable intellectual property. The Southwest Marks have become famous, distinctive, and well known, and the public accepts the marks as indicative that Southwest is the source of those services.

C. Skiplagged's Wrongful, Unauthorized, and Misleading Conduct in partnership with Kiwi and Destina Holidays.

90. On information and belief, Skiplagged, acting in concert with Kiwi and Destina Holidays as its partner, has (i) infringed Southwest's Marks by displaying Southwest's name and Heart logo on the Skiplagged website; (ii) used those marks without Southwest's authorization to market and sell tickets on Southwest flights; (iii) enticed and encouraged Southwest customers to breach their contract of carriage with Southwest; (iv) aided and abetted Kiwi and Destina Holidays' infringement of Southwest's Marks; and (v) aided and abetted Kiwi and Destina Holidays' breach of the Southwest Terms & Conditions.

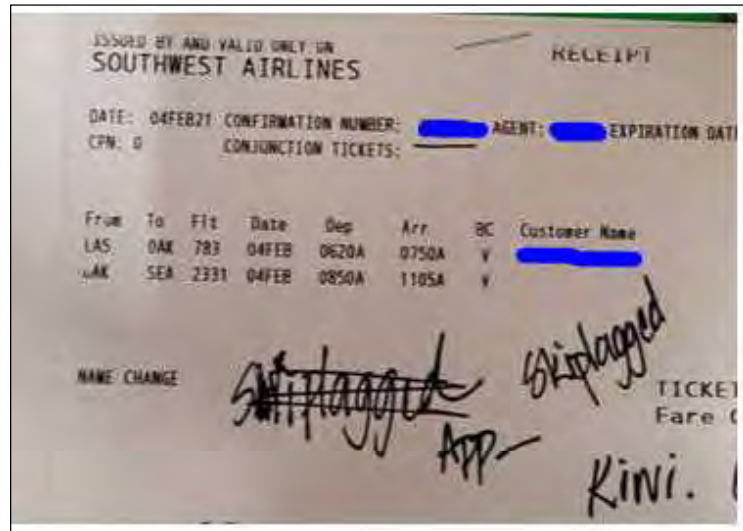
91. Skiplagged is aware that, in connection with promoting and selling Southwest flights and services, the unauthorized OTAs (e.g. Kiwi and Destina Holidays) knowingly and intentionally target the Southwest Website and Southwest's servers in manner that violates (a) the Southwest Terms & Conditions; and/or (b) Southwest's Contract of Carriage.

92. In addition, Skiplagged is aware that, in connection with promoting and selling Southwest flights and services, the unauthorized OTAs (e.g. Kiwi and Destina Holidays) use Southwest's information in a manner that is fraudulent, false or misleading, and that violates (a) the Southwest Terms & Conditions; and/or (b) Southwest's Contract of Carriage.

93. According to Kiwi's website, parties like Skiplagged must sign a contract to access Kiwi's API and are then paid on a commission basis.³⁹

94. On or about February 2021, Southwest's employees reported problems and challenges with "hidden city" tickets that, according to the customer, were located through searches on Skiplagged and then purchased through Kiwi. The Southwest employee took a photo of the boarding pass and made hand-written notes, reflecting a conversation with the customer, that the Southwest fare was displayed on Skiplagged and then the trip itinerary was sent by Kiwi.

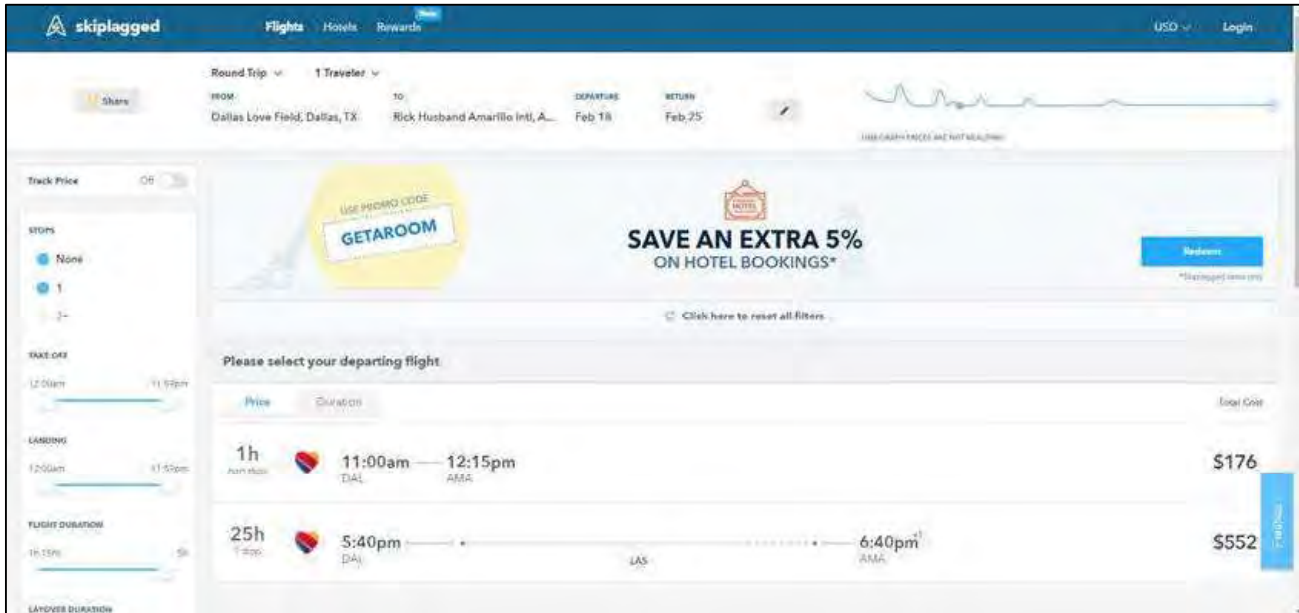
³⁹ <https://www.kiwi.com/tw/pages/content/partner> (last accessed July 12, 2021).



95. As Southwest investigated Skiplagged's connection to Kiwi, it learned that this particular passenger's itinerary included (a) a booking email domain of @kachipytel.com; (b) that it included a false billing address; and (c) was for a prohibited "hidden city" ticket where the passenger was booked to travel from Las Vegas, Nevada to connect in Oakland, California (Flight 783) and then take another flight to Seattle, Washington (Flight 2331); however, the customer only intended to travel to Oakland, California (on Flight 783).

96. On information and belief, a booking that is displayed on Skiplagged and booked through Kiwi, the reservation contains the email domain of @kachipytel.com and Southwest's records show over 1,500 reservations with an email domain of @kachipytel.com and where the passengers trip originated from or landed in one of Southwest's Texas cities. There are more than 500 reservations with an email domain of @kachipytel.com and where the customer's trip originated from or landed in Dallas, Texas.

97. In addition, Southwest discovered Skiplagged's infringing use of Southwest's famous "heart" trademark, as found in the Skiplagged website screenshot below:



98. Skiplagged has infringed the Southwest Marks by displaying its well-known heart logo on the Skiplagged website, to benefit from its goodwill and generate commissions for itself and Kiwi on sales of Southwest flights.

99. On information and belief, Defendants act as the merchant of record to process payment for tickets on Southwest purchased by customers from Skiplagged's website. However, when booking at ticket on Southwest, Kiwi includes a fake address as part of the booking detail and some examples include: (a) for a flight departing out of Austin, TX, the billing city is listed as "Morganchester, WV;" (b) for a flight departing out of Dallas, TX, the billing city is listed as "North Susanborough, TX"; (c) for a flight departing of Austin, TX, the billing city is listed as "New Karen, TN"; and (d) for a flight departing out of Dallas, TX, the billing city is listed as "Lake Allisonport, GA." Other fake cities (with reservations showing @kachipytel.com email domain) include "East Jesus, OK" or "East Laurabury, NC" or "East Markchester, WY." These are not real cities in the United States and, therefore, show that Skiplagged and/or Kiwi are

violating the Southwest Terms & Conditions which prohibit, among other things, “any speculative, fraudulent, or false reservation.”


100. When a customer clicks on a Southwest flight displayed on Skiplagged.com, the customer is then routed to a page hosted on Kiwi.com or DestinaHolidays.com to collect payment information.


101. On information and belief, Skiplagged has sold (or facilitated the sale of) thousands of flights on Southwest through Kiwi.com and, more recently, through the Texas-based Destina Holidays.




102. When reselling Southwest flights, Skiplagged, alone and through its agent and partners Kiwi and/or Destina Holidays, acknowledges that purchases are subject to the Southwest Terms & Conditions, stating: “All services provided by Southwest Airlines are subject to their Terms & Conditions. More information is available on their website.” Skiplagged markets and sells these flights with knowledge that it and its customers are bound by the Southwest Terms & Conditions.

E-ticket



Kiwi.com booking number: 76677832
Reservation number (PNR): K8SGJ8




 Flight information	Burbank - Hollywood Burbank BUR	2019 Oct 1 20:50 Local time
	Oakland - Oakland International OAK	2019 Oct 1 22:00 Local time
	Flight no: WN1440 Airline: Southwest Airlines Economy	

 Passengers		PNR: K8SGJ8
	 Waiting for airline check-in to open on 1 Oct	
	2× Checked baggage	78 × 52 × 28 cm — 23 kg
	1× Cabin baggage	60 × 40 × 25 cm — 7 kg
	1× Personal item	47 × 34 × 21 cm — 5 kg

It is usually much cheaper to order checked baggage with us in advance than to pay for it at the airport.

 Check-in	 Waiting for airline check-in to open on 1 Oct	
	We have your details. We'll process your boarding passes and send them to you by email on or before 2 Oct.	

 **E-ticket notice** All services provided by Southwest Airlines are subject to their Terms and Conditions. More information is available on their website.

103. Kiwi's terms and conditions state that "a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking."

Article 9. Conditions of Carriage

1. You acknowledge that a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking. By concluding the Service Agreement You hereby acknowledge that the Flight(s) included in Your Booking may not be part of the "frequent flyer programs" of the Selected Carrier(s). This article 9.1 also applies to the terms and conditions of the airlines, railway and other transportation companies which are offered to You based on (i) application of the **Kiwi.com** Guarantee or (ii) voluntary change of the Booking based on Your request.

104. Skiplagged's use of the Southwest Marks to identify and sell flights on Southwest in partnership with Kiwi and Destina Holidays negatively impacts Southwest's reputation. For

example, booking Southwest flights through Skiplagged is more expensive than booking on the Southwest website because Skiplagged, Destina Holidays, and Kiwi charge additional fees. Thus, Skiplagged, Destina Holidays, and Kiwi are not merely scraping data or republishing it; they are improperly extracting data from the Southwest Website and trading on Southwest's reputation for having no hidden fees.

105. Southwest has received significant complaints and inquiries from customers who purchased Southwest flights from Skiplagged and/or Kiwi. These complaints include that Skiplagged and/or Kiwi are (i) selling Southwest flights without permission; (ii) failing to identify the carrier when advertising Southwest flights; (iii) adding their own service fees to the price of Southwest flights; (iv) misrepresenting Southwest's policies in an effort to deceive customers into purchasing ancillary services from Skiplagged and/or Kiwi, such as customer service and checked bags, that are free with the purchase of Southwest flights; (v) failing to issue refunds to customers for cancellations on Southwest flights even after Southwest refunded the credit card used by Kiwi to purchase the ticket; (vi) not providing customers with notices about schedule changes or delays; (vii) not allowing customers to change or cancel reservations; (viii) misrepresenting checked bag policies and baggage fees charged by Skiplagged and/or Kiwi; and/or (ix) leading customers to mistakenly believe that Skiplagged and/or Kiwi are Southwest's authorized agent and blaming Southwest for Skiplagged and/or Kiwi's conduct.

106. Various circumstances (i.e., cancelled flights, delayed flights, or rescheduled flights) necessitate the timely communication of information to customers and the issuance of refunds in many cases. Skiplagged's and/or Kiwi's unauthorized sales of Southwest flights interfere with Southwest's ability to issue timely communications and refunds to customers because Kiwi uses its own email addresses and credit cards (not the customer's) when booking

flights purchased through Skiplagged and Kiwi, thus preventing Southwest from directly communicating with customers and directly issuing refunds to customers. In some cases, the customer blames Southwest for the issue, even though Skiplagged and Kiwi are the direct cause of the problem.

D. Defendants Inflate Fares and Charges Service Fees That Are Not Collected By Southwest.

107. Defendants, alone and as to Skiplagged, in partnership with Kiwi, do not identify the flight prices or additional charges in a transparent or straightforward manner. By way of example and comparison, the Southwest Website shows a total price of \$229.95 for a flight from Dallas, Texas (DAL) to Amarillo, Texas (AMA) with an outbound flight on July 12, 2021 and a return flight on July 17, 2021 (the “Dallas-Amarillo Flight”):

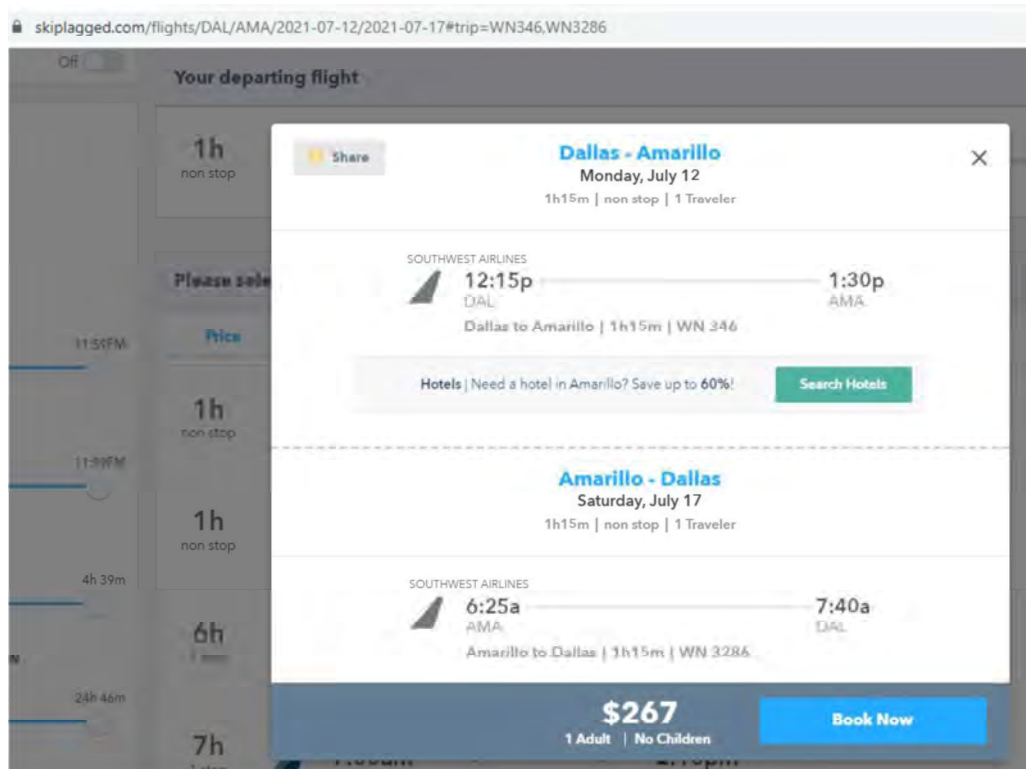
The screenshot displays the Southwest Airlines website interface for a flight booking. At the top, the Southwest logo is visible, along with the flight route "JUL 12 - 17 DAL → AMA" and the total price "\$229.95". Below this, the "Trip & Price Details" section is shown, featuring a "Flight" tab and a "Modify" link. The flight details are presented in a table format:

Day	From	To	Time	Duration	Service
Mon 7/12	DAL	AMA	12:15 PM	1 hr 15 min	Nonstop
Sat 7/17	AMA	DAL	6:25 AM	1 hr 15 min	Nonstop

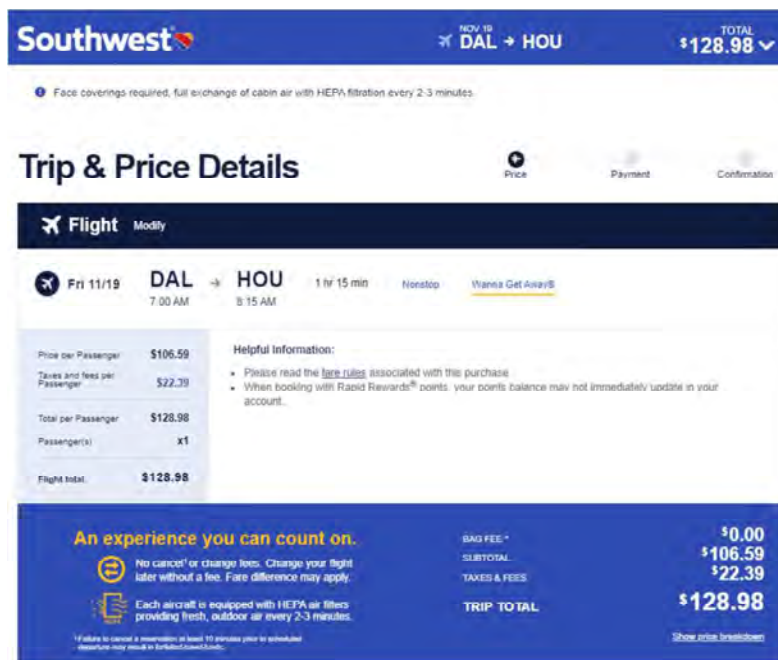
On the right side of the flight details, a summary table provides the following information:

Price per Passenger	\$187.12
Taxes and fees per Passenger	\$42.83
Total per Passenger	\$229.95
Passenger(s)	x1
Flight total	\$229.95

108. But Skiplagged, alone and in partnership with Kiwi, inflates the price of the Dallas-Amarillo Flight to \$267 by adding a “Service Fee” or “Other Fees” to the actual ticket price:



109. Destina Holidays does the same. For example, it inflates the price of a November 19, 2021 flight from Dallas, TX (DAL) to Houston, TX (HOU) from \$128.98 on Southwest.com to \$148.98 on Destinaholidays.com.



The screenshot displays the Destina Holidays website interface. At the top, the logo 'Destina Holidays' is on the left, and currency '\$ USD' and a 'Sign in' button are on the right. Below the header, a message reads 'You're almost there! Complete your booking to Houston.' The main content area is divided into several sections:

- Your Trip Summary:** Displays 'Dallas to Houston', 'Nov 19, 7:00 AM to', and 'Oneway, Economy, 1 Passenger(s)'. A red banner indicates 'Last 9 seats left!'. A 'Modify Search' link is present.
- Good To Know:** Includes a 'Morning flight' icon and the date 'Friday, November 19'.
- Flight Details:** A timeline shows the flight from Dallas (DAL) at 7:00 AM to Houston (HOU) at 8:15 AM, with a duration of 1h 15m. It specifies 'Economy' class, 'Free allowance of 0 checked bag/seat', and the airline 'Southwest Airlines (WN-1)'.
- Price Summary:** A box on the right shows 'Dallas to Houston', 'Oneway, Economy, 1 Passenger(s)', 'Fri Nov 19', 'DAL → HOU', '7:00 AM', and a 'Total' of '\$148.98 USD'. A 'Continue' button is at the bottom.
- Book With Confidence:** Includes 'Covid Coverage' (Coverage for COVID-19 sickness included with our travel insurance), 'Book Securely' (We use SSL encryption to keep your data secure), and '24/7 Global Support' (Get the answers you need, when you need them).
- Contact Information:** Lists 'US & Canada' with phone number '1-888-591-5929' and 'International' with phone number '+1-718-360-0660'.

110. Moreover, like Skiplagged, Destina Holidays misrepresents the terms of travel. At checkout, the customer at DestinaHolidays.com must choose one of two options. First, if a customer chooses not to add on a \$12.50 fee for “premium” support and later needs to change or cancel the fare, DestinaHolidays.com charges a \$50.00 fee that is not charged by Southwest. Or, a customer must pay \$12.50 upfront at checkout and receive “free” rescheduling assistance for flight changes and cancellations, a fee that is also not charged by Southwest.

111. Skiplagged and Kiwi also promise an “Automatic flight check-in,” which violates the Terms & Conditions on the Southwest Website because “online check-in providers may not use Southwest web pages to check-in customers online or attempt to obtain for them a boarding

pass in any certain boarding group.”⁴⁰ Moreover, on information and belief, Skiplagged, alone and in partnership with Kiwi, does not actually provide customers with an automatic flight check-in service, despite promising it.

112. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, also misrepresent that Southwest flights purchased through Defendants and Kiwi.com are nonrefundable or subject to change fees, which is not true because Southwest’s fare policies have “No Change Fees” (though fare differences may apply); and tickets are always refundable (i.e., Business Select or Anytime fares) or reusable as travel credit (i.e., Wanna Get Away fares).

113. Skiplagged, alone and in partnership with Kiwi and Destina Holidays, also misrepresents Southwest’s ticket policies by indicating a customer would need to pay an additional cost for “Premium Services” to get email support or avoid fees for other services. In effect, Skiplagged, in partnership with Kiwi and Destina Holidays, is seeking to further increase the price of a Southwest flight for “services” that are not otherwise collected by Southwest because it does not charge any fees for email support or customer service.

114. Skiplagged also proposes undesirable and inefficient routes and connections without adequate disclosure to customers of potential issues with such routes, including “hidden city” tickets, which are prohibited by Southwest’s Contract of Carriage.

115. These and other unlawful, deceptive, and harmful practices by Defendants and Kiwi deliver inferior service, charge hidden fees, and directly contradict Southwest’s policies, all of which harm Southwest’s reputation and customer goodwill.

⁴⁰ See Ex. A, Southwest Terms & Conditions at 2.

E. Defendants have Refused to Stop their Wrongful Conduct.

116. Several Southwest departments have dedicated company time and resources to investigate the unauthorized access of the Southwest Website relating to flights sold by Defendants and Kiwi.

117. In late 2020, Southwest leadership teams received complaints from its frontline employees (i.e., customer service and ground operations) about problems caused by Kiwi's unauthorized sales of Southwest flights. During the ensuing investigation, Southwest learned that Kiwi was cheating customers on refunds, advertising disruptive "hidden city" flights that cause operational delays, and engaging in unfair and deceptive practices. This conduct violates the Southwest Terms & Conditions and federal law,⁴¹ and causes irreparable harm to Southwest's business, reputation, and its brand.

118. Some of these "hidden-city" fares were being booked through Kiwi's partner's website, Skiplagged.com—a website devoted, as its name implies, to helping customers identify "hidden-city" fares. On information and belief, some of these "hidden-city" fares were purchased through Destina Holidays.

119. Defendants' activities are causing dilution of the quality of the famous Southwest Marks and other harm to Southwest, its business reputation and goodwill, for which Southwest has no adequate remedy at law.

120. Defendants' activities are likely to cause, and have caused, confusion. Defendants' conduct is misleading and deceiving to the public and is likely to lead (and has led) the public to

⁴¹ See 49 U.S.C. § 41712(a) (prohibiting any such "unfair or deceptive practice or an unfair method of competition in air transportation or the sale of air transportation."); 14 C.F.R. § 256.6 (allowing carriers to restrict sales of flights).

wrongly conclude that the goods and services offered by Defendants originate with, are sponsored by, and/or are authorized by Southwest—all to the damage and harm of Southwest and the public.

F. Southwest demands that Skiplagged cease and desist; Skiplagged refuses to do so.

121. On June 8, 2021, Southwest wrote to Skiplagged from Texas, explaining that Skiplagged was violating the Terms & Conditions of Southwest.com by scraping and/or using data scraped from Southwest’s Website, promoting “hidden city” tickets, and using Southwest’s trademarked heart logo to advertise the sale of tickets on Southwest without its authorization.⁴²

122. Southwest explained that Southwest had “the exclusive distribution rights to sell Southwest flights to the general public through the Southwest Website” and never authorized Skiplagged to display its fares or sell its flights, display its trademark logos, publish its flight or fare data, or to use the Southwest Website for or in connection with offering any third-party product or service—or use Southwest’s trademarks in doing so.⁴³

123. Southwest explained that Skiplagged was inducing Southwest customers to violate the Southwest Terms & Conditions and/or Contract of Carriage. Southwest included a complete copy of its Terms & Conditions, and details of registered trademarks. It noted that Skiplagged was violating the Terms & Conditions of Southwest’s website, which prohibit:

- a. Use of the Southwest Website to “copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information to create a derivative work;”
- b. Use of the Southwest Website “for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;”

⁴² Ex. B, Letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021).

⁴³ *Id.* at p. 1.

- c. Engaging in any activity in connection with the Southwest Website or Company Information that is “fraudulent, unlawful, false or misleading”;
- d. Attempts to “harvest any information from the [Southwest Website];”
- e. Attempts to “infringe any intellectual property or other right of any third party;”
- f. Use of the Southwest Website “to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;” and
- g. [“U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, . . . search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]”⁴⁴

124. On June 18, 2021, outside counsel for Southwest in Texas wrote to Skiplagged, Inc., again asking that it cease and desist from all violative conduct and preserve all physical and electronic evidence in anticipation of litigation. Reiterating its grievances, Southwest expressly noted that **“Skiplagged’s failure to cease and desist the conduct described herein may result in Southwest pursuing litigation against you in a Texas federal court and seeking all available legal relief, including damages and/or injunctive relief, and seeking to recover its attorneys’ fees.”**⁴⁵

125. On June 21, 2021, Skiplagged replied to counsel for Southwest in Texas, asserting that it did not “web scrape” data from the Southwest.com website or obtain data from Southwest’s

⁴⁴ See Ex. B, Letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

⁴⁵ Ex. C, Letter from Michael Wilson to Skiplagged, Inc. c/o Aktarer Zaman (June 18, 2021) (emphasis original).

application programming interface or sell “hidden-city” flights on Southwest.⁴⁶ And it no longer displayed any heart logo for Southwest flights.

126. On July 1, 2021, counsel for Southwest in Texas replied to Skiplagged’s July 21 letter, again demanding that it cease and desist.⁴⁷ The letter explained that Skiplagged continued to violate the Southwest Terms & Conditions through its unauthorized publication, marketing, and sale of Southwest fares (that falsely misrepresent actual ticket prices) by linking to another unauthorized travel website, Kiwi.com. Southwest explained that it had filed a federal lawsuit against Kiwi that included, among other things, a claim for breach of the Southwest Terms & Conditions, and directed Skiplagged to the Kiwi Litigation case number.

127. Southwest warned Skiplagged that if it did not cease displaying Southwest flights at inflated prices and directing customers to Kiwi.com to purchase Southwest flights, cease promoting “hidden city” flights on Southwest, and cease interfering with Southwest’s contractual relationships with Southwest’s current and future customers, Southwest would file suit in Federal District court in Texas.⁴⁸ It explained that regardless of how Skiplagged acquires the information, Skiplagged is misleading and deceiving customers by misstating the cost of Southwest’s flights. By misrepresenting and inflating the cost of Southwest fares, Skiplagged is also violating federal law, which prohibits deceptive and misleading practices in the sale of air transportation.

128. On July 6, 2021, outside counsel for Skiplagged replied to Southwest’s letter.⁴⁹ There, Skiplagged denied that its conduct (in republishing Southwest fare data and selling Southwest reservations to consumers on “hidden-city” flights, at a markup) was wrongful. It

⁴⁶ Ex. D, Letter from Skiplagged, Inc. c/o Aktarer Zaman to Michael Wilson (June 21, 2021).

⁴⁷ Ex. E, Letter from Michael Wilson to Skiplagged, Inc. c/o Aktarer Zaman (July 1, 2021).

⁴⁸ *Id.*

⁴⁹ Ex. F, Letter from Skiplagged, Inc. c/o Aktarer Zaman to Michael Wilson (July 6, 2021).

declared that—given that Southwest was going to file suit—Skiplagged had filed a defensive declaratory judgment action in New York:

Accordingly, **given your Letter’s litigation threat, Skiplagged has commenced a declaratory judgment action in the Southern District of New York**, which properly has jurisdiction over this dispute.⁵⁰

129. Southwest, however, is the true plaintiff in this matter.

130. Since filing the Kiwi Litigation, Southwest has implemented self-help security measures in an effort to stop Skiplagged and Kiwi from illegally scraping and using its data and using it to sell tickets on its airline without authorization. But Skiplagged, together with its partner, Kiwi and/or Destina Holidays, has continued to hack the Southwest Website (in violation of federal law and the Southwest Terms & Conditions), republish Southwest fares and flight schedules, and publish and promote flights on Southwest on *Skiplagged.com*, without authorization.

G. Southwest demands that Destina Holidays cease and desist; Destina Holidays falsely states that it will comply, but instead continues selling flights.

131. On December 1, 2021, Southwest wrote a letter to Destina Holidays, explaining that Destina Holidays was violating the Southwest Terms & Conditions by using data obtained from Southwest.com without authorization and advertising and selling tickets on Southwest Airlines without its authorization.⁵¹

132. Southwest explained that Southwest had “the exclusive distribution rights to sell Southwest flights to the general public through the Southwest Website” and never authorized Destina Holidays to display or sell its fares, publish its flight or fare data, or to use the Southwest

⁵⁰ *Id.* (emphasis added).

⁵¹ Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021), attached hereto as Ex. G.

Website for or in connection with offering any third-party product or service—or use Southwest’s trademarks in doing so.⁵²

133. Southwest further explained that Destina Holidays was inducing Southwest customers to violate the Southwest Terms & Conditions and/or Contract of Carriage. Southwest included a complete copy of the Southwest Terms & Conditions, and the details of registered trademarks. It noted that the Southwest Terms & Conditions prohibit:

- Use of the Southwest Website to “copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information⁵³ to create a derivative work;”
- Use of the Southwest Website “for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;”
- Engaging in any activity in connection with the Southwest Website or Company Information that is “fraudulent, unlawful, false or misleading”;
- Attempts to “harvest any information from the [Southwest Website];”
- Attempts to “infringe any intellectual property or other right of any third party;”

⁵² *Id.* at p. 2.

⁵³ “Company Information” is defined in the Southwest Terms & Conditions as “Information and materials concerning Southwest and its products and services, and similar items from our licensors and other third parties, including flight schedules, routes, fares, text, graphics, button icons, layout, databases, articles, posts, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Sites, audio and video clips, digital downloads, data compilations (including customer and Rapid Rewards® information), the compilation, assembly, and arrangement of the materials of the Sites, all copyrightable materials, trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Southwest, and other forms of intellectual property, and information regarding the status of Southwest flights, etc.” *See* Ex. A.

- Use of the Southwest Website “to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;” and
- “[U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, ... search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]”⁵⁴

134. Later that day Mohammad Nadeem, who was identified as a “Director” of Destina Holidays, responded and indicated that Destina Holidays would “remove South West [sic] content immediately.”⁵⁵

135. That statement proved to be false, on July 1, 2022, Southwest sent a second cease and desist letter to Destina Holidays including proof that “Destina Holidays continues its unauthorized use and display of Southwest fare data.”⁵⁶

136. Once again, Destina Holidays stated that it had removed Southwest fares from its website.⁵⁷ However, Destina Holidays continues to display and sell tickets on Southwest Airlines on its website.

H. Skiplagged knowingly encourages Southwest customers to violate their Contracts of Carriage with Southwest.

137. Southwest customers who book through Skiplagged.com (with Kiwi.com or DestinaHolidays.com as merchant of record) often travel on “hidden city” fares which occurs when

⁵⁴ See Ex. G, Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

⁵⁵ See Support Thread between James Sheppard (Southwest) and Mohammad Nadeem (Destina Holidays).

⁵⁶ See *id.*

⁵⁷ See *id.*

a passenger's intended final destination is not the final arrival city on his or her itinerary, but rather an intermediate or connecting city. In its simplest form, a passenger purchases a ticket from City 1 to City 2 to City 3, but does not travel beyond City 2. This is sometimes referred to as "skiplagging."

138. This booking practice is a violation of Southwest's Contract of Carriage which details "Prohibited Booking Practices" within Section 2(a)(2) as prohibiting "[p]urchasing a Ticket without intending to fly all flights to gain lower fares (hidden cities)."⁵⁸ By promoting prohibited forms of travel on Skiplagged.com, Skiplagged induces passengers to breach the Southwest Terms & Conditions and/or Contract of Carriage.

139. Skiplagged *knowingly* encourages customers to breach its contract of carriage with airlines, including Southwest. For example, in 2015, Skiplagged's founder Aktarer Zaman used the website Reddit to make an open solicitation for donations and acknowledged that there were "a few caveats" to using the Skiplagged website: "(1) you'd have to book a round-trip as two one-ways (which Skiplagged handles automatically), (2) you can only have carry-ons, *and* (3) *you may be breaking an agreement with the airlines known as a contract of carriage, where it might say you can't miss flights on purpose.*"⁵⁹

⁵⁸ Southwest provides notice of the Contract of Carriage throughout the purchase path, among other places on the Southwest Website, and also incorporates the Contract of Carriage as part of the Terms & Conditions that provide: "[i]n some instances both these Terms [& Conditions] and separate terms and conditions will apply, including . . . [being] subject to the terms & conditions contained in Southwest's Contract of Carriage." Kiwi's website also contains terms and conditions explaining to Kiwi's users in the "Service Agreement" (Article 2.1.2) that Kiwi's services consist of "[b]rokerage of the Contract of Carriage between You [the Kiwi user] and the Selected Carrier." Article 16 of Kiwi.com's terms and conditions are labeled "Brokerage of the Contract of Carriage" and explains: "We [Kiwi] are responsible primarily for brokering the Contract of Carriage between You [Kiwi user] and a Selected Carrier."

⁵⁹ United Airlines sued me last year for creating Skiplagged, https://www.reddit.com/r/IAmA/comments/3ux82r/united_airlines_sued_me_last_year_for_creating/ (posted November 30, 2015) (emphasis added).

Basically, hidden-city is where your destination is a stopover; you'd simply leave the airport when you arrive at your destination. It turns out booking this way can save you hundreds of dollars on over 25% of common routes, especially in the USA. New York to San Francisco example. There are a few caveats, of course: (1) you'd have to book a round-trip as two one-ways (which Skiplagged handles automatically), (2) you can only have carry-ons, and (3) you may be breaking an agreement with the airlines known as contract of carriage, where it might say you can't miss flights on purpose.

140. Despite making a public post on Reddit in 2015 that its users “may be breaking an agreement with the airlines known as contract of carriage” and pointing to specific provisions that would be breached, Skiplagged’s CEO Aktarer Zaman just filed a sworn declaration in this Court where he now claims to have “no knowledge” of agreements between airlines, customers, or OTAs.⁶⁰

141. Skiplagged even warns its users: “Do not overuse hidden-city itineraries. Do not fly hidden-city on the same route with the same airline dozens of times within a short time frame. . . . **You might upset the airline, so don’t do this often.**”⁶¹

⁶⁰ Dkt. #25-1, Declaration of Aktarer Zaman ¶ 3.

⁶¹ Skiplagged website, <https://skiplagged.com/about> (last accessed July 14, 2021) (emphasis added).

- **Do not overuse** hidden-city itineraries. Do not fly hidden-city on the same route with the same airline dozens of times within a short time frame.
- In rare times of irregular operations such as bad weather, your itinerary may change at the discretion of the airline (2% chance).
- You might upset the airline, so don't do this often.



142. Skiplagged runs a search engine specifically designed to identify opportunities where travelers can pay less for airfare to a given destination by breaching their contract of carriage with the airline.

143. “Hidden city” travel is prohibited by Southwest and other commercial airlines because of the significant logistical, operational, and public safety concerns it causes. Hidden city travel negatively impacts Southwest’s operation in numerous ways. For example, flight crews and ground operations employees in connecting cities will attempt to locate connecting passengers (or “through” passengers) for the final leg of the flight, or delay flights when passengers are missing—unaware that a passenger has ended his or her trip in the connecting city. The practice negatively affects Southwest’s ability to estimate passenger headcounts, causing potential disruptions at the airport gate and maintenance adjustments, such as variations in the amount of jet fuel needed for

each flight and proper passenger distribution within the plane. Customers with “hidden city” tickets will refuse to gate-check bags when it is necessary to do so, and may become upset—wasting airline resources, delaying take-off, and causing delay to other passengers requiring assistance. Some customers—who are unaware or forget that airlines are not equipped to handle “hidden city” travel—will check bags that continue to the trip’s destination, leaving the passenger unable to retrieve them at the layover, and further straining resources. Flight delays and disruptions have a significant negative impact on the other passengers’ experience on the flight and, thus, with Southwest, while causing disruption to Southwest’s flight schedule systemwide.

144. Skiplagged’s promotion of “hidden city” ticketing also causes irreparable harm to Southwest’s ability to obtain new customers. That is because when a passenger does not travel on the final leg of the trip, that passenger removes a seat that could have been sold to a prospective Southwest customer. That prospective Southwest customer may choose to travel on a different airline and, therefore, Southwest would also likely lose the sales revenue for ancillary services, such as EarlyBird Check-in, car rental deals, or hotel packages. Other disappointed customers may switch away from Southwest to another airline if Southwest’s flights are “full.”

I. Kiwi Continues to Hack Southwest’s API and Bypass Its Security to provide Southwest’s data to Skiplagged; Skiplagged continues to Aid and Abet Kiwi by using Southwest’s data to Generate Commissions.

145. In early February 2021, as Southwest’s investigation continued and Southwest’s technology department learned more about Kiwi’s actions, Southwest implemented technical measures to identify and monitor Kiwi’s automated access of Southwest.com.

146. Over the next several weeks, and through the following months, Southwest implemented various security measures to block unauthorized scraping from Kiwi or other unauthorized OTAs.

147. Southwest has invested significant resources in an effort to prevent Defendants and Kiwi from using its proprietary flight schedule and pricing data, trademarks and brand name to sell tickets on its flights without its authorization.

148. Due to Skiplagged's wrongful conduct in concert with Kiwi, Southwest was forced to file the Kiwi Litigation to enforce the Southwest Terms & Conditions (for which it incurred significant attorneys' fees and costs) which it seeks to recover as actual damages in this lawsuit.⁶²

149. Due to Skiplagged's filing of the "improper anticipatory action" in New York, Southwest was forced to incur attorneys' fees and costs in filing its Motion to Dismiss (that was granted by the Court) in order to continue pursuit of this lawsuit in Texas, which it seeks to recover as actual damages in this lawsuit.⁶³

V. CAUSES OF ACTION

COUNT ONE: Trademark Infringement and Contributory Trademark Infringement Under 15 U.S.C. § 1114 (Against All Defendants)

150. Southwest realleges and incorporates the allegations above, as if fully set forth herein.

151. The services for which Defendants and Kiwi used and/or use the Southwest Marks are identical and/or substantially similar to services offered by Southwest.

152. Defendants' conduct, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays—including Skiplagged and Kiwi's prominent use of Southwest's protected "Heart" mark on Skiplagged.com in conjunction with promoting and re-selling Southwest's

⁶² See *Tex. Beef Cattle Co. v. Green*, 883 S.W.2d 415, 430 (Tex. App.—Beaumont 1994), *rev'd on other grounds*, 921 S.W.2d 203 (Tex. 1996) ("We hold that necessary and reasonable attorneys' fees and costs even though expended and incurred in previous litigation can be recovered as proper damages in a later suit based on tortious interference of contract.")

⁶³ *Skiplagged, Inc. v. Southwest Airlines Co.*, Case No. 1:21-cv-05749-JPC (S.D.N.Y.), Dkt. #46 at 5–6.

fares—has caused and is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association of Defendants with Southwest, or as to the origin, sponsorship, approval or legitimacy of Defendants’ goods and services by Southwest.

153. The acts of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, constitute infringement of one or more of the Southwest Marks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114 as represented in U.S. Federal Registration Nos. 1,738,670; 3,129,737; 4,806,962; 4,768,717; 4,720,322; 4,723,791; 3,027,789 and 4,892,223.

154. Southwest has suffered and will continue to suffer irreparable harm as a result of Defendants’ infringement of the Southwest Marks, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays.

155. Southwest is entitled to monetary damages, or disgorgement of Defendants profits, for Defendants’ infringement, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays.

156. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have acted with knowledge of Southwest’s ownership of the Southwest Marks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized by these marks. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have willfully infringed one or more of the Southwest Marks, and the intentional nature of Defendants’ actions make this case exceptional under 15 U.S.C. § 1117(a).

157. Southwest has been, is now, and will be irreparably harmed by Defendants’ infringement and, unless enjoined by the Court pursuant to 15 U.S.C. § 1116, Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, will continue to infringe the Southwest Marks.

COUNT TWO: False Designation of Origin and Unfair Competition Under 15 U.S.C. § 1125(a) (Against All Defendants)

158. Southwest repeats and realleges the allegations above as if fully set forth herein.

159. The conduct of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have and is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association of Defendants with Southwest, or as to the origin, sponsorship or approval of Defendants' goods and services by Southwest. For example, consumers associate the "Heart" logo with Southwest, known for having "no change fees" (though fare differences may apply) and "no hidden fees;" yet customers purchasing Southwest flights through Defendants (alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays) are charged both.

160. The acts of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, constitute false designation of origin which is likely to cause and have caused confusion in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

161. The intentional nature of Defendants' actions, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, entitle Southwest to recover profits, damages, costs, and attorney's fees under 15 U.S.C. § 1117(a).

162. Southwest has suffered, and will continue to suffer, irreparable harm as a result of such false designation of origin by Defendants, and, unless enjoined by the Court pursuant to 15 U.S.C. § 1116, Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, will continue to misrepresent and mislead the public that its services are in some manner connected with, sponsored by, affiliated with, related to, or approved by Southwest.

COUNT THREE: Dilution Under 15 U.S.C. § 1125(c) (Against All Defendants)

163. Southwest repeats and realleges the allegations above as if fully set forth herein.

164. Southwest is engaged in substantially exclusive use of the Southwest Marks.

165. The Southwest Marks are widely recognized by the consuming public of the United States to indicate Southwest as the source of services provided.

166. The Southwest Marks have achieved fame under the relevant provisions of the Lanham Act.

167. Defendants' infringing use of the Southwest Marks occurred after the Southwest Marks achieved such fame.

168. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have acted with knowledge of Southwest's ownership of the Southwest Marks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized by these marks.

169. Defendants' conduct, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, has and is likely to continue to dilute the value of one or more of the Southwest Marks. For example, customers associate the "Heart" logo with Southwest, known for having "no change fees" (though fare differences may apply) and "no hidden fees;" yet customers purchasing Southwest flights through Defendants' website and Kiwi are charged both.

170. The acts of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, constitute a dilution, including dilution by tarnishment, in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

171. Defendants' intentional use of one or more of the Southwest Marks, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, has caused the Southwest Marks to lose the distinctive quality associated with Southwest's exclusive use of the Southwest Marks.

172. The acts of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have caused harm to the reputation of the Southwest Marks due to the deceptive, poor quality, and nature of the services and products provided by Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays.

173. The intentional nature of Defendants' actions, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, entitle Southwest to recover profits, damages and costs, and attorney's fees under 15 U.S.C. § 1117(a).

174. Southwest has suffered, and will continue to suffer, dilution of the Southwest Marks as a result of such actions by Defendants, and, unless enjoined by the Court pursuant to 15 U.S.C. § 1116, Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, will continue to dilute the Southwest Marks.

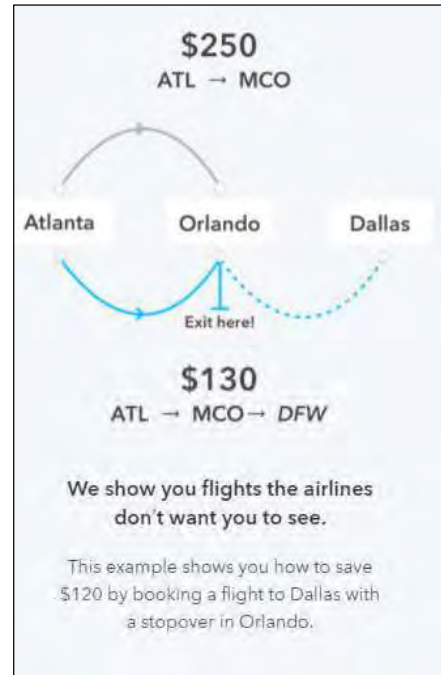
COUNT FOUR: Tortious Interference with Contract (Contract of Carriage Between Southwest and its Customers – Against Defendant Skiplagged)

175. Southwest realleges and incorporates the allegations above, as if fully set forth herein.

176. Skiplagged runs a search engine specifically designed to identify opportunities where travelers can pay less for airfare to a given destination by breaching their contract of carriage with the airline.

177. As its name implies, Skiplagged.com identifies and promotes “hidden city” travel. Its search engine allows users to search for “hidden city” travel opportunities by identifying travel itineraries where the layover is the user’s intended destination.⁶⁴

178. This booking practice is a violation of Southwest’s Contract of Carriage which details “Prohibited Booking Practices” within Section 2(a)(2) as prohibiting “[p]urchasing a Ticket without intending to fly all flights to gain lower fares (hidden cities).”⁶⁵



179. By promoting prohibited forms of travel, Skiplagged knowingly encourages and induces customers to breach the Southwest Terms & Conditions and/or Contract of Carriage.

180. For example, in an open call on the website, Reddit, for donations to pay for its legal team in 2015, Skiplagged’s founder acknowledged that by using Skiplagged’s service, “**you**

⁶⁴ *Id.*

⁶⁵ Southwest provides notice of the Contract of Carriage throughout the purchase path, among other places on the Southwest Website, and also incorporates the Contract of Carriage as part of the Terms & Conditions that provide: “[i]n some instances both these Terms [& Conditions] and separate terms and conditions will apply, including . . . [being] subject to the terms & conditions contained in Southwest’s Contract of Carriage.” Kiwi’s website also contains terms and conditions explaining to Kiwi’s users in the “Service Agreement” (Article 2.1.2) that Kiwi’s services consist of “[b]rokerage of the Contract of Carriage between You [the Kiwi user] and the Selected Carrier.” Article 16 of Kiwi.com’s Terms and Conditions are labeled “Brokerage of the Contract of Carriage” and explains: “We [Kiwi] are responsible primarily for brokering the Contract of Carriage between You [Kiwi user] and a Selected Carrier.”

*may be breaking an agreement with the airlines known as a contract of carriage, where it might say you can't miss flights on purpose.”*⁶⁶

181. Skiplagged also warns its users: “Do not overuse hidden-city itineraries. Do not fly hidden-city on the same route with the same airline dozens of times within a short time frame. . . . **You might upset the airline, so don't do this often.**”⁶⁷

- **Do not overuse** hidden-city itineraries. Do not fly hidden-city on the same route with the same airline dozens of times within a short time frame.

182. Skiplagged warns travelers against entering their frequent flyer information because “[i]f you do, *the airline might invalidate any miles you've accrued with them.*”⁶⁸

- **Don't associate a frequent flyer account** — If you do, the airline might invalidate any miles you've accrued with them.

183. When reselling Southwest flights, Skiplagged, alone and in partnership with Kiwi and/or Destina Holidays, acknowledges that purchases are subject to the Southwest Terms & Conditions, stating: “All services provided by Southwest Airlines are subject to their Terms & Conditions. More information is available on their website.”

184. When purchasing a flight through Skiplagged, Kiwi's Terms and Conditions state that “a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such

⁶⁶ United Airlines sued me last year for creating Skiplagged, available at https://www.reddit.com/r/IAmA/comments/3ux82r/united_airlines_sued_me_last_year_for_creating/ (posted November 30, 2015) (last accessed July 14, 2021) (emphasis added).

⁶⁷ Skiplagged website, <https://support.skiplagged.com/hc/en-us/articles/115003286687-What-is-a-hidden-city-flight-> (last accessed July 14, 2021) (emphasis added).

⁶⁸ Skiplagged website, <https://support.skiplagged.com/hc/en-us/articles/115003286687-What-is-a-hidden-city-flight-> (last accessed July 14, 2021) (emphasis added).

terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking.”

Article 9. Conditions of Carriage

1. You acknowledge that a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking. By concluding the Service Agreement You hereby acknowledge that the Flight(s) included in Your Booking may not be part of the “frequent flyer programs” of the Selected Carrier(s). This article 9.1 also applies to the terms and conditions of the airlines, railway and other transportation companies which are offered to You based on (i) application of the [Kiwi.com](#) Guarantee or (ii) voluntary change of the Booking based on Your request.

185. Skiplagged knew that, in connection with the publication and purchase of Southwest flights, Kiwi and/or Destina Holidays interact with Southwest computer systems located in Texas and in this District, and that it is selling the services of Southwest, a Texas company with its base of operations in this District.

186. Skiplagged's activities impede Southwest's ability to do business and cause substantial injury. Hidden city travel is prohibited by most commercial airlines because of the significant logistical, operational, and public safety concerns it causes. Hidden city travel negatively impacts Southwest's operation, and has a significant negative impact on the other passengers' experience on the flight and, thus, with Southwest.

187. Skiplagged's promotion of hidden city ticketing also causes irreparable harm to Southwest's ability to obtain new customers. For example, when a passenger does not travel on the final leg of the trip, that passenger removes a seat that could have been sold to a prospective Southwest customer. That prospective Southwest customer may choose to travel on a different airline and, therefore, Southwest would also likely lose the sales revenue for ancillary services, such as EarlyBird Check-in, car rental deals, or hotel packages.

COUNT FIVE: Tortious Interference with Contract (Contract Between Southwest and Destina Holidays – Against Defendant Skiplagged)

188. Southwest realleges and incorporates the allegations above as if fully set forth herein.

189. Skiplagged is aware that the Southwest Terms & Conditions do not allow Destina Holidays or other parties to use its Company Information or sell flights on its airline without its permission. Skiplagged is aware that the Southwest Terms & Conditions prohibit:

- a. Use of the Southwest Website to “copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information to create a derivative work;”
- b. Use of the Southwest Website “for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;”
- c. Engaging in any activity in connection with the Southwest Website or Company Information that is “fraudulent, unlawful, false or misleading;”
- d. Attempts to “harvest any information from the [Southwest Website];”
- e. Attempts to “infringe any intellectual property or other right of any third party;”
- f. Use of the Southwest Website “to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;” and
- g. [“U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire

information, . . . search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]”⁶⁹

190. Southwest informed Skiplagged that Destina Holidays was violating the Southwest Terms & Conditions by obtaining Southwest Company Information without authorization, publishing or distributing it, and by selling tickets on Southwest’s airline.

191. Each time Skiplagged convinces a user on its website to purchase a ticket on Southwest’s airline, and directs that customer to Destina Holidays to finalize their purchase, Skiplagged is knowingly inducing Destina Holidays to breach its agreement with Southwest.

COUNT SIX: Tortious Interference with Contract (Contract Between Southwest and Kiwi – Against Defendant Skiplagged)

192. Southwest realleges and incorporates the allegations above as if fully set forth herein.

193. Skiplagged is aware that the Southwest Terms & Conditions do not allow Kiwi or other parties to scrape its data or sell flights on its airline without its permission. Skiplagged is aware that the Southwest Terms & Conditions prohibit:

- a. Use of the Southwest Website to “copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information to create a derivative work;”
- b. Use of the Southwest Website “for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;”
- c. Engaging in any activity in connection with the Southwest Website or Company Information that is “fraudulent, unlawful, false or misleading;”

⁶⁹ See Ex. B, letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

- d. Attempts to “harvest any information from the [Southwest Website];”
- e. Attempts to “infringe any intellectual property or other right of any third party;”
- f. Use of the Southwest Website “to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;” and
- g. [“U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, . . . search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]”⁷⁰

194. Southwest informed Skiplagged that Kiwi was violating the Southwest Terms & Conditions by scraping data from the Southwest Website, publishing or distributing it, and by selling tickets on Southwest’s airline.

195. Each time Skiplagged convinces a user on its website to purchase a ticket on Southwest’s airline, and directs that customer to Kiwi to finalize their purchase, Skiplagged is knowingly inducing Kiwi to breach its agreement with Southwest.

196. Under Texas law, Southwest is entitled to recover as damages the attorney’s fees and expenses expended in previous litigation (i.e. the Kiwi Litigation and the New York Action) in a later suit based on tortious interference. *See, e.g. Tex. Beef Cattle Co. v Green*, 883 S.W.3d 415 (Tex. App. – Beaumont 1994), *rev’d on other grounds*, 921 S.W.2d 203 (Tex. 1996). Southwest has incurred a significant amount of attorney’s fees and expenses in order to (a) pursue the Kiwi Litigation and ultimately obtain a Preliminary Injunction against Kiwi on the breach of

⁷⁰ *See* Ex. B, letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

contract claim; and (b) prepare and file a successful motion to dismiss in the New York Action -- due to Skiplagged filing an improper anticipatory action – in order to pursue the tortious interference claim in this district.

COUNT SEVEN: Breach of Contract (Against Defendant Destina Holidays)

197. Southwest repeats and realleges the allegations above as if fully set forth herein.

198. Use of the Southwest Website is governed by and subject to Southwest’s Terms & Conditions.

199. At all relevant times, the main homepage for the Southwest Website and other web pages have provided a link to the Terms & Conditions and alert users that “Use of the Southwest websites and our Company Information constitutes acceptance of our Terms & Conditions.” The Terms & Conditions constitutes a valid and enforceable agreement between Southwest and Destina Holidays.

200. Through direct correspondence as early as 2021 and continuing through June 2022, Southwest further provided Destina Holidays with further actual notice of the Terms & Conditions, including that Destina Holidays’ use of Southwest fare and pricing information without Southwest’s authorization violated the Terms & Conditions.

201. On information and belief, Destina Holidays has regularly accessed the Southwest Website with knowledge of the Terms & Conditions and its prohibitions. Despite Destina Holidays’ knowledge of the Terms & Conditions, on information and belief, Destina Holidays continues to obtain and use Southwest Company Information without authorization and then copy, aggregate, display, distribute and/or make derivative use of the Southwest Company Information.

202. Destina Holidays’ actions breach the provisions of the Terms & Conditions by at least the following: (1) using Southwest’s company information obtained from the Southwest

Website to copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use Southwest's company information to create a derivative work, namely the fare and pricing information on DestinaHolidays.com; (2) using Southwest's company information on fare and pricing for its own commercial gain; (3) engaging in an activity in connection with Southwest's company information (among other things, charging change fees) that is fraudulent, unlawful, false or misleading; (4) harvesting information from the southwest.com website; and (5) using one or more automatic device(s), program(s), algorithm(s) or methodology(ies) to access, extract, and use information from the Southwest Website for, or in connection with, offering services through DestinaHolidays.com.

203. Destina Holidays' continued breaches of the Terms & Conditions have damaged, and will continue to damage, Southwest.

COUNT EIGHT: Unfair Competition Under Texas Common Law (Against All Defendants)

204. Southwest realleges and incorporates the allegations above as if fully set forth herein.

205. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have been and continue to unfairly compete with Southwest in violation of Texas Unfair Competition common law. For example, as alleged *supra*, Defendants falsely and misleadingly inflate the cost of tickets on Southwest Airlines, make false and misleading statements regarding the policies of Southwest Airlines, use Southwest's proprietary information without authorization, make a profit from marketing Southwest flights through Defendants' websites without Southwest's authorization, and utilize Southwest Marks without authorization.

206. Defendants' unfair competition, including false and misleading conduct, use of Southwest's information, and use of Southwest Marks have caused and will continue to cause harm to Southwest.

COUNT NINE: Unjust Enrichment Under Texas Common Law (Against All Defendants)

207. Southwest realleges and incorporates the allegations above as if fully set forth herein.

208. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have been unjustly enriched by taking undue advantage of Southwest's fare information. Defendants have benefitted from the use of Southwest's proprietary information and makes a profit from marketing Southwest flights through their websites without Southwest's authorization. Without authorization, Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have taken undue advantage of Southwest's fare information in violation of the Lanham Act and encouraged Southwest customers to breach their contracts of carriage for Defendants' own benefit (disrupting service and increasing Southwest's costs).

209. Southwest has been and continues to be injured by the conduct and unlawful acts of Defendants (both alone and, as to Skiplagged, through its partnership with Kiwi and Destina Holidays) and is entitled to restitution and equitable damages under quasi-contract theories of recovery.

VI. ATTORNEY'S FEES

210. Southwest realleges and incorporates the allegations above as if fully set forth herein.

211. Southwest was required to retain the undersigned's services in the prosecution of this claim. Pursuant to at least Texas Civil Practice & Remedies Code §§ 38.001 and 143.002, Southwest seeks reasonable and necessary attorney's fees.

VII. APPLICATION FOR INJUNCTIVE RELIEF

212. As set forth above, the actions of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, in violation of the Lanham Act and Texas law, have caused, and are continuing to cause, substantial and irreparable damage to Southwest for which there is no adequate remedy at law. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have improperly used, and will continue to improperly use, the Southwest Marks unless this Court prevents them from doing so. Southwest will continue to lose control over its own reputation and goodwill, and the public and consumers likely will continue to be confused, misled, and deceived by the fact that Defendants, alone and, as to Skiplagged, through its partnership with Kiwi and Destina Holidays, offer competing or related services under the Southwest Marks. Southwest has a substantial likelihood of success on the merits and is, therefore, entitled to an injunction preventing Defendants' continued infringement, including an injunction against Defendants' continued use of the Southwest Marks.

213. Southwest requests that Defendants, and all companies owned or controlled by them either directly or indirectly, their employees, representatives, agents, members, and others acting in concert with them, be preliminarily and permanently enjoined from: (1) extracting Southwest's flight and fare information from the Southwest Website and its proprietary servers or websites; (2) publishing Southwest fare information on any website, including Skiplagged.com and Destinaholidays.com, through Defendants' mobile applications, or elsewhere; (3) using the Southwest Marks, including the famous "Heart" logo, in violation of U.S. trademark law;

(4) accessing or using the Southwest Website and data in violation of the Southwest Terms & Conditions, or partnering with others to do so.

VIII. PRAYER FOR RELIEF

Southwest respectfully requests an order and/or judgment:

A. That Defendants, their officers, members, managers, affiliates, agents, employees, servants, representatives, any entities owned or controlled by them, and all persons acting under or in concert with them, be preliminarily enjoined throughout the pendency of this lawsuit, and permanently enjoined thereafter, from: (1) extracting Southwest's flight and fare information from the Southwest Website and its proprietary servers or websites; (2) publishing Southwest fare information on Skiplagged.com or Destinaholidays.com, through Defendants' mobile applications, or elsewhere; (3) use of the Southwest Marks, including its famous "Heart" logo, in violation of U.S. trademark law; and (4) accessing and using the Southwest Website and data in violation of the Southwest Terms & Conditions;

B. That the Defendants be enjoined from using the Southwest Marks, or any other mark, word or name confusingly similar to or including those marks, in the ordinary course of business;

C. That the Defendants be required to account for and pay to Southwest all profits and benefits they derived as a result of the activities complained of herein;

D. That the Defendants be required to pay to Southwest actual, consequential, and compensatory damages sustained as a result of the activities complained of herein;

E. That the Defendants be required to pay increased damages due to their willful infringement;

F. That the Defendants be required to pay pre-judgment and post-judgment interest at the highest rates allowed by law;

- G. That the Defendants be required to pay costs and attorney's fees; and
- H. For such other and further relief as this Court deems just and proper.

Dated: August 4, 2022

Respectfully submitted,

By: /s/ Michael C. Wilson

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**ATTORNEYS FOR PLAINTIFF
SOUTHWEST AIRLINES CO.**

Exhibit A-5

Withheld Due to Confidential Information
Pending Motion for Leave to File Under Seal

Exhibit A-6

Withheld Due to Confidential Information
Pending Motion for Leave to File Under Seal

Exhibit A-7

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

AMERICAN AIRLINES, INC.,

Plaintiff,

v.

SKIPLAGGED, INC.,

Defendant.

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Civil Action No. 4:23-cv-00860-P

**DEFENDANT SKIPLAGGED, INC.'S THIRD AMENDED OBJECTIONS AND
RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

Pursuant to Federal Rules of Civil Procedure 26 and 33, Judge Ray's December 19, 2023 Order [Dkt. 53], and the parties' Confidentiality Agreement, Defendant Skiplagged, Inc. ("Skiplagged") hereby serves this, its Third Amended Objections and Responses to Plaintiff American Airlines, Inc.'s First Set of Interrogatories.

Dated: January 12, 2024

Respectfully submitted,

/s/William L. Kirkman
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Pursuant to the parties' Confidentiality Agreement, Skiplagged's Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

/s/ Abigail R.S. Campbell

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ATTORNEYS FOR DEFENDANT

SKIPLAGGED, INC.

CERTIFICATE OF SERVICE

It is hereby certified that on January 12, 2024, a copy of the foregoing was served via e-mail as to all parties who have entered an appearance in this proceeding.

/s/ Abigail R.S. Campbell

Abigail R.S. Campbell

Pursuant to the parties' Confidentiality Agreement, Skiplagged's Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

**THIRD AMENDED OBJECTIONS AND RESPONSES
TO FIRST SET OF INTERROGATORIES**

To comply with Judge Ray’s December 19, 2023 Order, Skiplagged makes the following amended objections and responses to Plaintiff’s First Set of Interrogatories but does not waive its previously asserted objections.

INTERROGATORY NO. 1: Identify Skiplagged’s annual, monthly, and quarterly number of American Bookings, and the resulting revenue generated from such bookings, from January 1, 2020 to the present.

RESPONSE: [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

INTERROGATORY NO. 2: Identify and describe in detail each way that Skiplagged has accessed, obtained, collected, received, scraped, cached or harvested American’s Content, including but not limited to when and how Skiplagged collected or otherwise obtained the content/information, and including information obtained by Skiplagged from any third party or other source other than American or AA.com.

RESPONSE: [REDACTED]

Pursuant to the parties’ Confidentiality Agreement, Skiplagged’s Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

[REDACTED]

INTERROGATORY NO. 3: Identify and describe all types of data, information, and content relating to American flights, fares, products, or services that Skiplagged has collected or used (whether from or through AA.com, an API of AA.com, or some other source), and the process used by Skiplagged to obtain and use such data, information, or content.

RESPONSE: [REDACTED]

INTERROGATORY NO. 4: Identify and describe in detail each way that Skiplagged has purchased, booked, ticketed, sold, resold, brokered, facilitated, acted as a conduit, or made a reservation for customers on American flights, whether purchased or booked on AA.com, through another third party, or by some other means. Your ANSWER should include, without limitation, the names/identities of each and every third party whose data, services, or platform Skiplagged has used or relied on to facilitate the sale of American flights.

RESPONSE: [REDACTED]

Pursuant to the parties' Confidentiality Agreement, Skiplagged's Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

[REDACTED]

INTERROGATORY NO. 5: Describe in detail, from the time a user submits her information and payment on Skiplagged.com to the time Skiplagged completes the booking on AA.com on behalf of the passenger, the process by which Skiplagged purchases and completes a customer's reservation on AA.com, including but not limited to each step of the process, how the passenger's personal, contact, and payment information is submitted on AA.com (i.e., manually or by an automated technological means), and the specific location (both physical and IP address) of the computers or servers from which Skiplagged inputs the passenger's information on AA.com.

RESPONSE:

[REDACTED]

INTERROGATORY NO. 6: Identify and describe all agreements and/or business relationships that Skiplagged has with other Travel Agencies, travel metasearch engines, airfare consolidators, global distribution systems, or any other third party that provides, enables, facilitates, or otherwise participates in the distribution, display, marketing, brokering, booking, ticketing or sale of flights. Your answer should include the nature of the relationship, any agreements relating to such relationships, and the details, dates, and amounts of any payments or monetary compensation that Skiplagged has paid to or received from such third parties.

RESPONSE:

[REDACTED]

Pursuant to the parties' Confidentiality Agreement, Skiplagged's Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

[REDACTED]

[REDACTED]

INTERROGATORY NO. 7: Identify all other websites to which Skiplagged.com has provided customers a link or otherwise re-directed customers to complete a booking or purchase of American flights.

RESPONSE: [REDACTED]

[REDACTED]

[REDACTED]

INTERROGATORY NO. 8: Identify all instances in which a person has booked, ticketed or purchased a ticket on an American-marketed flight through or facilitated by Skiplagged.com, including by providing, without limitation, the purchasers' name/identity, location, all PNR Data, any other personal identifying information, flight/itinerary information, reservation numbers, amounts paid by the customer, dates of purchase, and dates of travel.

RESPONSE: In response to this interrogatory and pursuant to Judge Ray's Order, Skiplagged states that while it has information regarding the number of bookings facilitated through its "Book Now" feature, the number of bookings facilitated by redirecting users to online travel agencies is unknown. Thus, the number of instances in which Skiplagged facilitated the booking of an American flight from August 1, 2018, to August 17, 2023 and according to Google Analytics is 1,376,927. Because of the magnitude of the information requested, pursuant to Fed. R. Civ. P. 33(d), Skiplagged refers Plaintiff to documents being produced by Skiplagged that reflect responsive information.

Pursuant to the parties' Confidentiality Agreement, Skiplagged's Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

INTERROGATORY NO. 9: Identify all IP addresses, names, email addresses, accounts, computers, and any other identifying information that Skiplagged, or anyone acting under Skiplagged's instruction or direction, has used in connection with booking, ticketing, purchasing and/or selling of tickets on American-marketed flights.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not book, ticket, purchase, or sell tickets for American-marketed flights. Skiplagged is unable to identify the requested IP addresses, as Skiplagged uses Google Cloud to host Skiplagged.com, which uses dynamic addresses.

INTERROGATORY NO. 10: Identify each and every instance where an American-Skiplagged Customer requested a refund, partial or full, for a ticket on an American-marketed flight or where Skiplagged received a refund from American for a flight booked for an American-Skiplagged Customer, and for each instance, identify the reservation number, date of the request, date of the refund, the amount refunded by American, if any, and whether Skiplagged issued a refund back to the customer (and if so, how much of the amount refunded by American was paid back to the customer).

RESPONSE: In response to this interrogatory, Skiplagged states that it does not provide or receive refunds from American for any flights because Skiplagged does not charge users for flight tickets nor does Skiplagged purchase flight tickets. Users pay American for their flight tickets. In response to Skiplagged users who request flight refunds, Skiplagged informs them that that refunds must be requested from and issued by American. In certain instances, Skiplagged has refunded service fees. Pursuant to Fed. R. Civ. P. 33(d), Skiplagged refers Plaintiff to documents being produced that reflect customer requests for refunds of American flights.

INTERROGATORY NO. 11: From the time Skiplagged began its operations, identify and describe any/all other lawsuits, claims, charges, allegations, arbitration, threatened litigation, administrative complaints, or other proceedings against Skiplagged, whether in the United States or any other country, relating to Skiplagged's marketing or sale of flights or other travel services, including the status of any such proceedings.

RESPONSE: In response to this interrogatory, Skiplagged identifies the following lawsuits filed against it, the allegations of which are publicly available:

1. United Airlines, Inc., Orbitz Worldwide, LLC, and Orbitz, LLC v. Zaman, Case No. 1:14-cv-09214 (N.D. Ill.); and
2. Southwest Airlines, Inc. v. Skiplagged, Inc., Skybooker.com LTD, Case No. 3:21-cv-01722-E (N.D. Tex.).

Both cases have been resolved and are terminated. The following "claims, charges, and allegations" have also been made:

1. A demand letter from counsel for Delta Air Lines, Inc. dated July 19, 2018, to which Skiplagged responded through counsel on July 26, 2018; and

Pursuant to the parties' Confidentiality Agreement, Skiplagged's Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

2. A demand letter from Fareportal on behalf of Cheapoair dated February 11, 2015, which was resolved on February 27, 2015.

INTERROGATORY NO. 12: Identify the number of bookings Skiplagged has made for or on behalf of consumers with a Texas address through Skiplagged.com's "Book Now" feature, as described in paragraph 12 of Zaman's Declaration.

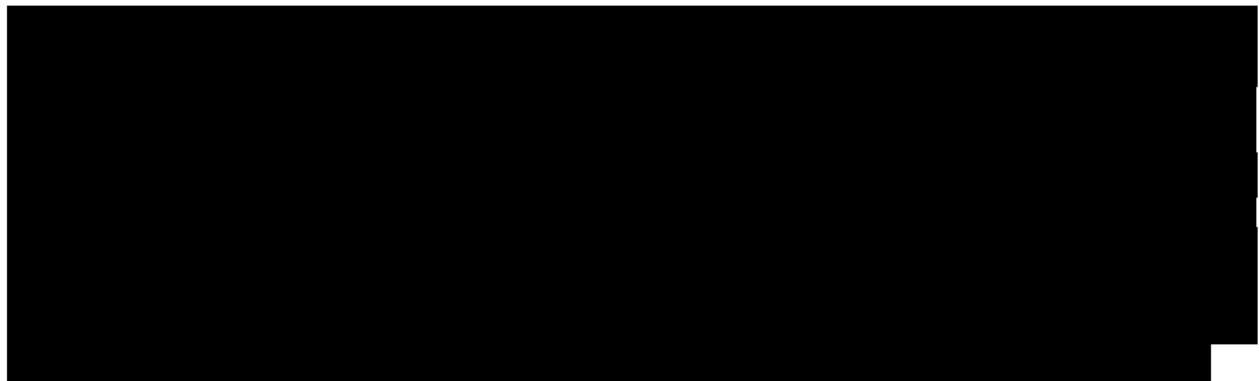
RESPONSE: In response to this interrogatory, Skiplagged states that it does not direct, target, or keep separate in its records, persons with a Texas address. The reference made by Mr. Zaman in his Declaration is to Skiplagged's general operations, which are used by all persons everywhere and not just Texans. Skiplagged provides information to persons who come to its website to find information about airfares, air travel, and online travel offerings so they may book fares or tickets through other travel resources and Skiplagged does not "book" tickets or airfares, but rather facilitates persons booking flights. With this understanding, from August 1, 2018, through August 17, 2023, and according to Google Analytics, 59,426,399 persons accessed Skiplagged's site through 209,618,689 sessions, which resulted in 434,534 bookings reflecting Texas addresses through Skiplagged's "Book Now" feature. Accordingly, bookings with Texas addresses made through Skiplagged's Book Now feature represents approximately 00.207 percent of all sessions on Skiplagged.com during the identified period.

INTERROGATORY NO. 13: Identify the number of bookings Skiplagged has made for or on behalf of consumers for flights to, from, or within Texas through Skiplagged.com's "Book Now" feature, as described in paragraph 12 of Zaman's Declaration.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not direct, target, or keep separate in its records, persons with a Texas address. The reference made by Mr. Zaman in his Declaration is to Skiplagged's general operations, which are used by all persons everywhere and not just Texans. Skiplagged provides information to persons who come to its website to find information about airfares, air travel, and online travel offerings so they may book fares or tickets through other travel resources and Skiplagged does not "book" tickets or airfares, but rather facilitates persons booking flights. With this understanding, from August 1, 2018, through August 17, 2023, and according to Google Analytics, 59,426,399 persons accessed Skiplagged's site through 209,618,689 sessions, which resulted in 854,317 bookings for flights that originated and/or terminated in Texas through Skiplagged's "Book Now" feature. Accordingly, such bookings made through Skiplagged's Book Now feature represent approximately 00.408 percent of all sessions on Skiplagged.com during the identified period.

INTERROGATORY NO. 14: Identify all "online travel agencies, global distribution systems, and other travel metasearch engines" and any of the other "variety of sources" from whom "Skiplagged obtains American flight and fare information" (as described in paragraphs 10 and 11 of Zaman's Declaration) and describe the technical means and process by which Skiplagged obtains such information.

RESPONSE: [REDACTED]



INTERROGATORY NO. 15: Identify the total number of bookings for which Skiplagged has received commission payments or other financial compensation from other Travel Agencies, and the total amount of such payments, for purchases made by consumers with a Texas address that Skiplagged.com redirected to such other Travel Agency.

RESPONSE: In response to this interrogatory, Skiplagged states it does not direct, target, or keep separate in its records, persons with a Texas address. Skiplagged is not a Travel Agency, so use of the term “other Travel Agencies” is incorrect. With that understanding, from August 1, 2018, through August 17, 2023, Skiplagged is unaware of the total number of bookings through Travel Agencies made by persons referred by Skiplagged. Skiplagged commissions on redirected bookings to Travel Agencies are paid on two models (1) cost per click or “CPC” (*i.e.*, intent to book), the standard advertising revenue model, or (2) cost per action or “CPA” (*i.e.*, successful booking). However, Skiplagged does not collect the requested information with respect to Texas addresses or anywhere else.

INTERROGATORY NO. 16: Identify the total number of bookings for which Skiplagged has received commission payments or other financial compensation from other Travel Agencies, and the total amount of such payments, for purchases of flights to, from, or within Texas made by users that Skiplagged.com redirected to such other Travel Agency.

RESPONSE: In response to this interrogatory, Skiplagged states it does not direct, target, or keep separate in its records, persons with a Texas address. Skiplagged is not a Travel Agency, so use of the term “other Travel Agencies” is incorrect. With that understanding, from August 1, 2018, through August 17, 2023, Skiplagged is unaware of the total number of bookings through Travel Agencies made by persons referred by Skiplagged. Skiplagged commissions on redirected bookings to Travel Agencies are paid on two models (1) cost per click or “CPC” (*i.e.*, intent to book), the standard advertising revenue model, or (2) cost per action or “CPA” (*i.e.*, successful booking). However, Skiplagged does not collect the requested information with respect to routing for bookings made by Travel Agencies.

INTERROGATORY NO. 17: Identify the number of persons who have signed up for the Skiplagged.com “newsletter” or email subscriber service by entering a “home airport” located in Texas, as prompted on <https://skiplagged.com/signup>.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not direct, target or keeps separate in its records, persons with a Texas address or a “home airport” located in Texas as such. Despite that, zero persons “signed up” for such newsletter or e-mail subscriber service from August 1, 2018, to August 17, 2023, by entering a “home airport” located in Texas. This is because Skiplagged launched the newsletter sign-up page on August 28, 2023, which was after American Airlines filed the Complaint in this action.

INTERROGATORY NO. 18: Identify the number of times Skiplagged.com has redirected a user to another Travel Agency to complete a booking for a flight to, from, or within Texas.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not direct, target, or keeps separate in its records, persons who fly to, from, or within Texas. Skiplagged is not a Travel Agency, so the use of the term “another Travel Agency” is incorrect. With that understanding, Skiplagged has redirected persons 966,655 times to a Travel Agency (not “another” Travel Agency, as Skiplagged is not a “Travel Agency”) to potentially “complete” a booking for a flight to from or within Texas from August 1, 2018, to August 17, 2023, understanding that Skiplagged interprets this Interrogatory to ask for the number of times that Skiplagged.com has redirected persons to an online Travel Agency to complete a booking for a flight involving Texas. Skiplagged does not have information as to how many such referrals resulted in the purchase of airline tickets for flights involving Texas. Each identified booking involves two cities, not necessarily in the same state or country, and “involving Texas” refers to bookings where the trip starts and/or ends in Texas.

INTERROGATORY NO. 19: Describe in detail how and from what sources Skiplagged “obtained ... the alleged ‘American Marks’ from [sources other than] American’s website” as alleged in paragraph 10 of Zaman’s Declaration and at page 13 of Skiplagged’s Motion to Dismiss.

RESPONSE: In response to this interrogatory, Skiplagged states that paragraph 10 of the Zaman Declaration does not reference American Marks and page 13 of Skiplagged’s Motion to Dismiss erroneously cites Zaman Declaration paragraph 10 instead of paragraph 11 for this proposition. Subject to this correction, Skiplagged states that on May 23, 2017, a former employee obtained the American icon from the API response of a Skiplagged advertiser, which Skiplagged understood to be allowed to use and distribute the American icon. Skiplagged’s former employee then edited the image to make the background transparent and slightly enlarge the logo. The result is what Skiplagged has been using: <https://skiplagged.com/img/airlines-favicon/AA.png>.

28 U.S.C. § 1746 DECLARATION VERIFYING INTERROGATORY ANSWERS

“I declare and verify under penalty of perjury that the foregoing responses to Interrogatories are true and correct. Executed on the 12th day of January 2024, in New York City, New York.”

Aktarer Zaman
Chief Executive Officer
Skiplagged, Inc.

Pursuant to the parties’ Confidentiality Agreement, Skiplagged’s Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

Exhibit A-8

Withheld Due to Confidential Information
Pending Motion for Leave to File Under Seal

Exhibit A-9

Generated on: This page was generated by TSDR on 2024-03-21 12:50:27 EDT

Mark:



US Serial Number: 85825121

Application Filing Date: Jan. 16, 2013

US Registration Number: 4449061

Registration Date: Dec. 10, 2013

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: The registration has been renewed.

Status Date: Feb. 24, 2024

Publication Date:Jun. 18, 2013Notice of Allowance Date:Aug. 13, 2013

Mark Information

Mark Literal Elements: None

Standard Character Claim: No

Mark Drawing Type: 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S) /NUMBER(S)

Description of Mark: The mark consists of a stylized eagle with one blue wing and one red wing separated by a white and gray eagle head.

Color Drawing: Yes

Color(s) Claimed: The color(s) blue, white, red, and gray is/are claimed as a feature of the mark.

Design Search Code(s): 03.15.01 - Eagles
03.15.19 - Birds in flight or with outspread wings
03.15.24 - Stylized birds

Related Properties Information

International Registration Number: 1180965

International Application(s) /Registration(s) Based on this Property: A0033947/1180965

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *...* identify additional (new) wording in the goods/services.

For: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then

be redeemed for merchandise and travel; Online retail store services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 21, 2013

Use in Commerce: Jan. 21, 2013

For: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing transportation reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation transportation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network

International Class(es): 039 - Primary Class

U.S Class(es): 100, 105

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 21, 2013

Use in Commerce: Jan. 21, 2013

For: Providing travel agency services, namely, providing temporary lodging reservation services for others

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 21, 2013

Use in Commerce: Jan. 21, 2013

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Filed ITU: Yes

Currently ITU: No

Filed 44D: No

Currently 44D: No

Filed 44E: No

Currently 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: American Airlines, Inc.

Owner Address: 1 Skyview Drive
MD 8B503
Fort Worth, TEXAS UNITED STATES 76155

Legal Entity Type: CORPORATION

State or Country DELAWARE
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Eric J. Maiers

Docket Number: 177306.06930

Attorney Primary Email Address: chiipmail@gtlaw.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Eric J. Maiers
Greenberg Traurig, LLP
77 W. Wacker Drive
Suite 3100
Chicago, ILLINOIS UNITED STATES 60601

Phone: 312.456.8400

Fax: 312.456.8435

Correspondent e-mail: chiipmail@gtlaw.com matthewsk@gtlaw.com eric.maiers@gtlaw.com carm@gtlaw.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Feb. 24, 2024	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Feb. 24, 2024	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	
Feb. 24, 2024	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Feb. 23, 2024	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Aug. 29, 2023	TEAS SECTION 8 & 9 RECEIVED	
Dec. 10, 2022	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Aug. 08, 2022	NOTICE OF SUIT	
Jul. 28, 2022	NOTICE OF SUIT	
Aug. 20, 2021	NOTICE OF SUIT	
Mar. 19, 2020	NOTICE OF SUIT	
Jan. 13, 2020	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Jan. 13, 2020	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Jan. 13, 2020	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Nov. 21, 2019	TEAS SECTION 8 & 15 RECEIVED	
Dec. 10, 2018	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Oct. 01, 2018	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 01, 2018	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Dec. 10, 2013	REGISTERED-PRINCIPAL REGISTER	
Nov. 06, 2013	NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED	
Nov. 05, 2013	LAW OFFICE REGISTRATION REVIEW COMPLETED	
Nov. 04, 2013	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Nov. 04, 2013	ASSIGNED TO EXAMINER	
Oct. 31, 2013	STATEMENT OF USE PROCESSING COMPLETE	
Sep. 30, 2013	USE AMENDMENT FILED	
Oct. 25, 2013	CASE ASSIGNED TO INTENT TO USE PARALEGAL	
Sep. 30, 2013	TEAS STATEMENT OF USE RECEIVED	
Aug. 13, 2013	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Jun. 18, 2013	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 18, 2013	PUBLISHED FOR OPPOSITION	
May 29, 2013	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
May 10, 2013	LAW OFFICE PUBLICATION REVIEW COMPLETED	
May 09, 2013	ASSIGNED TO LIE	
May 01, 2013	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 01, 2013	EXAMINER'S AMENDMENT ENTERED	
May 01, 2013	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	
May 01, 2013	EXAMINERS AMENDMENT E-MAILED	
May 01, 2013	EXAMINERS AMENDMENT -WRITTEN	
Apr. 29, 2013	ASSIGNED TO EXAMINER	
Jan. 24, 2013	NOTICE OF DESIGN SEARCH CODE MAILED	
Jan. 23, 2013	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED	
Jan. 19, 2013	NEW APPLICATION ENTERED	

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Feb. 24, 2024

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: American Airlines, Inc.

Assignment 1 of 1

Conveyance: SECURITY INTEREST

Reel/Frame: 7061/0605

Pages: 47

Date Recorded: Sep. 25, 2020

Supporting Documents: assignment-tm-7061-0605.pdf

Assignor

Name: AMERICAN AIRLINES, INC.

Execution Date: Sep. 25, 2020

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

Legal Entity Type: NATIONAL BANKING ASSOCIATION

State or Country Where Organized: ALABAMA

Address: 50 SOUTH SIXTH STREET, SUITE 1290
MINNEAPOLIS, MINNESOTA 55402

Correspondent

Correspondent Name: MILBANK LLP

Correspondent Address: 55 HUDSON YARDS
ATTN: NATHANIEL T. BROWAND
NEW YORK, NY 10001-2163

Domestic Representative - Not Found

From: TMOfficialNotices@USPTO.GOV
Sent: Saturday, February 24, 2024 11:17 PM
To: XXXX
Cc: XXXX; XXXX; XXXX
Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 4449061: Miscellaneous Design: Docket/Reference No. 177306.06930

U.S. Serial Number: 85825121
U.S. Registration Number: 4449061
U.S. Registration Date: Dec 10, 2013
Mark: Miscellaneous Design
Owner: American Airlines, Inc.

Feb 24, 2024

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. **The registration is renewed.**

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):
035, 039, 043

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To check the status of this registration, go to https://tsdr.uspto.gov/#caseNumber=85825121&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to https://tsdr.uspto.gov/#caseNumber=85825121&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=documentSearch NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* **For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.**

PTO-1585

Approved for use through 01/31/2025. CAMS 08514025

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 4449061

REGISTRATION DATE: 12/10/2013

MARK: (Stylized and/or with Design, Miscellaneous Mark (see, mark))

Current: The owner, American Airlines, Inc., a corporation of Delaware, having an address of
1 Skyview Drive MD 8B503
Fort Worth, Texas 76155
United States
XXXX

Proposed: The owner, American Airlines, Inc., a corporation of Delaware, having an address of
MD 8B503
1 Skyview Drive
Fort Worth, Texas 76155
United States
XXXX

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9.

For International Class 035, the mark is in use in commerce on or in connection with **all** goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then be redeemed for merchandise and travel; Online retail store services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership ; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN0-419086-2023072513070 5228686 . Flight Symbol - 35.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 039, the mark is in use in commerce on or in connection with **all** goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing transportation reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation transportation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network ; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) photograph showing use of the mark in connection with the listed services.

Specimen File1

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 043, the mark is in use in commerce on or in connection with **all** goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Providing travel agency services, namely, providing temporary lodging reservation services for others ; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN2-419086-2023072513070 5228686 . Flight Symbol - 43.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

Webpage URL: None Provided

Webpage Date of Access: None Provided

The owner's/holder's current attorney information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The docket/reference number is 177306.06930.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The owner's/holder's proposed attorney information: Eric J. Maiers. Other appointed attorneys are Mark R. Galis, Jeffrey P. Dunning, Herbert H. Finn, Richard D. Harris, Gary R. Jarosik, Keith R. Jarosik, James J. Lukas, Jr., Cameron M. Nelson, Howard E. Silverman, Barry R. Horwitz, Matthew J. Levinstein, Marc Trachtenberg, Benjamin P. Gilford, Jonathan Giroux, Jacqueline Brousseau, Callie Sand, Samuel Chase Means, Maja Sherman, Katie Cronin, Erik Bokar, Molly Carr, Jonathan Easter. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The docket/reference number is 177306.06930.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

Eric J. Maiers submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

Correspondence Information (current)

Eric J. Maiers
PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED
The docket/reference number is 177306.06930.

Correspondence Information (proposed)

Eric J. Maiers
PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): matthewsk@gtlaw.com; eric.maiers@gtlaw.com; carm@gtlaw.com
The docket/reference number is 177306.06930.

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$1575 will be submitted with the form, representing payment for 3 class(es), plus any additional grace period fee, if necessary.

Declaration

Original PDF file:

hw 419086-113409014 . Dec 1 4449061.pdf

Converted PDF file(s) (2 pages)

Signature File1

Signature File2

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

Signature method: Handwritten

Mailing Address (current):

Greenberg Traurig, LLP
77 W. Wacker Drive
Chicago, Illinois 60601

Mailing Address (proposed):

Greenberg Traurig, LLP
77 W. Wacker Drive
Chicago, Illinois 60601

Serial Number: 85825121

Internet Transmission Date: Tue Aug 29 11:37:22 ET 2023

TEAS Stamp: USPTO/S08N09-X.X.XX.XX-20230829113723230

323-4449061-850123aa464f658dc2db531ce5a6

f2418b2826be36fd355ddfc77bd2d8a074f-DA-3

7228537-20230829113409014321

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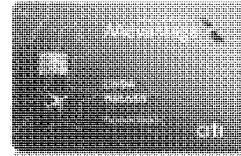
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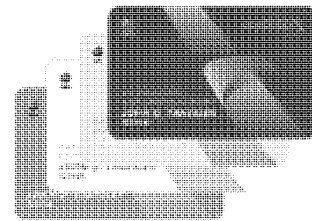
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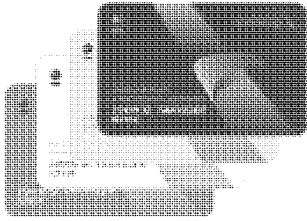
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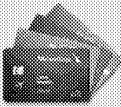
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PTO-1563

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**Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of
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Handwritten Signature or Digital Signature**

Review the complete filing details before signing. Preparers printing this form for handwritten signature should also print the filing details for signatory review.

A fee payment in the amount of \$1575 will be submitted with the application, representing payment for 3 class(es).

MARK: Miscellaneous Mark (stylized and/or with design, see



Applicant(s): Eric J. Maiers.

Correspondence email address: chiipmail@gtlaw.com;matthewsk@gtlaw.com; eric.maiers@gtlaw.com; carrm@gtlaw.com

Declaration

Read the following statements before signing. Acknowledge the statements by signing below.

- Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s).
- Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as currently used in commerce on or in connection with the goods/services/collective membership organization.
- The registrant requests that the registration be renewed for the goods/services/collective organization identified above.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry

reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.

- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature Section

Signature: 

Date: 16 August 2023

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

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From: TMOOfficialNotices@USPTO.GOV
Sent: Monday, January 13, 2020 11:07 PM
To: XXXX
Subject: Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4449061: Miscellaneous Design: Docket/Reference No. 177306.06930

U.S. Serial Number: 85825121
U.S. Registration Number: 4449061
U.S. Registration Date: Dec 10, 2013
Mark: Miscellaneous Design
Owner: American Airlines, Inc.

Jan 13, 2020

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):
035, 039, 043

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

Requirements in the First Ten Years

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

Requirements in Successive Ten-Year Periods

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To check the status of this registration, go to https://tsdr.uspto.gov/#caseNumber=85825121&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to https://tsdr.uspto.gov/#caseNumber=85825121&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

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Combined Declaration of Use and Incontestability under Sections 8 & 15

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 4449061

REGISTRATION DATE: 12/10/2013

MARK: (Stylized and/or with Design, Miscellaneous Mark (see, mark))

The owner, American Airlines, Inc., a corporation of Delaware, having an address of
MD 8B503
1 Skyview Drive
Fort Worth, Texas 76155
United States
XXXX (authorized)

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 035, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then be redeemed for merchandise and travel; Online retail store services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

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For International Class 039, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing transportation reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation transportation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shot from Registrant's website showing use of the mark in connection with the listed services.

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Specimen File3

For International Class 043, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Providing travel agency services, namely, providing temporary lodging reservation services for others; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

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Specimen File1

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The applicant's current attorney information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The applicants proposed attorney information: Eric J. Maiers. Other appointed attorneys are Mark R. Galis, Jeffrey P. Dunning, Herbert H. Finn, Richard D. Harris, Gary R. Jarosik, Keith R. Jarosik, James J. Lukas, Jr., Jeffrey G. Mote, Cameron M. Nelson, Howard E. Silverman, Barry R. Horwitz, Matthew J. Levinstein, Marc Trachtenberg, Benjamin P. Gilford, Jonathan Giroux, Jacqueline Brousseau, Callie Sand, Michael Friedman, Sara Skulman, Chase Means, Maja Sherman. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The docket/reference number is 177306.06930.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

Eric J. Maiers submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current correspondence information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

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Chicago, Illinois 60601
United States

The docket/reference number is 177306.06930.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

A fee payment in the amount of \$975 will be submitted with the form, representing payment for 3 class(es), plus any additional grace period fee, if necessary.

Declaration

- ☒ Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s).
- ☒ Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as currently used in commerce on or in connection with the goods/services/collective membership organization.
- ☒ The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under 15 U.S.C. § 1062(c), and is still in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration.
- ☒ There has been no final decision adverse to the owner's claim of ownership of such mark for such goods/services, or to indicate membership in the collective membership organization, or to the owner's right to register the same or to keep the same on the register.
- ☒ There is no proceeding involving said rights pending and not finally disposed of either in the United States Patent and Trademark Office or in a court.
- ☒ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ☒ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /DB280/ Date: 11/21/2019

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Intellectual Property and Data Counsel

Mailing Address (current):

Greenberg Traurig, LLP
77 W. Wacker Drive
Chicago, Illinois 60601

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Greenberg Traurig, LLP

77 W. Wacker Drive
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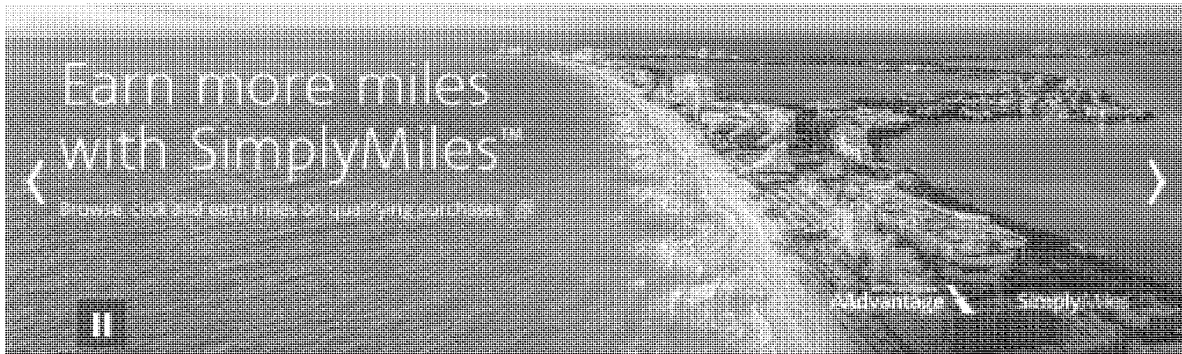
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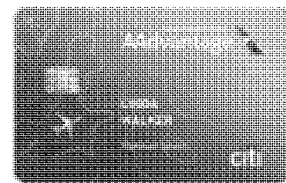
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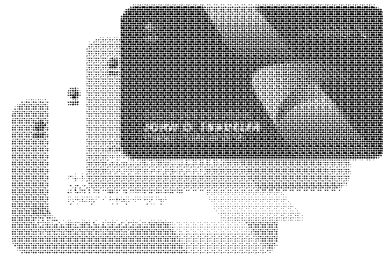
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
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1/3

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Number of passengers


1

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Adult (16-64)

Unaccompanied minors 

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For groups of 10 or more, contact Group & Meeting Travel 

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Class


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
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
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English (US)



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Check-out

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4.4

10 reviews

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10 reviews

Starting from \$119

4.5


10 reviews

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Villas

Cabins




Charlotte
United States of America

7 vacation rentals, 100 apartments, 34 villas, 34 vacation homes, 16 motels



Washington, D.C.
United States of America

310 vacation rentals, 229 apartments, 82 villas, 82 vacation homes, 15 B&Bs



Philadelphia
United States of America

411 vacation rentals, 100 apartments, 34 villas, 34 vacation homes, 16 motels

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AA-SKP-00054160
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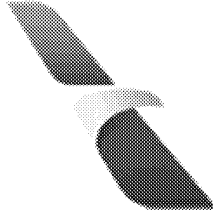
American Airlines: 28,969,183 hotel and property listings worldwide. 196+ million hotel reviews.

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United States of America

United States Patent and Trademark Office



Reg. No. 4,449,061

Registered Dec. 10, 2013

Int. Cls.: 35, 39, and 43

SERVICE MARK

PRINCIPAL REGISTER

AMERICAN AIRLINES, INC. (DELAWARE CORPORATION)
4333 AMON CARTER BLVD.
FORT WORTH, TX 76155

FOR: PROMOTING THE GOODS AND SERVICES OF OTHERS BY MEANS OF A DISCOUNT REWARDS PROGRAM AND AN INCENTIVE AWARDS PROGRAM WHEREBY PURCHASE POINTS ARE AWARDED FOR PURCHASES MADE BY VENDOR SUBSCRIBERS AND TRAVEL CONDUCTED BY MEMBER SUBSCRIBERS WHICH CAN THEN BE REDEEMED FOR MERCHANDISE AND TRAVEL; ONLINE RETAIL STORE SERVICES FEATURING TOYS, JEWELRY, BOOKS, OFFICE SUPPLIES, CONSUMER ELECTRONICS, MUSIC, SPORTING EQUIPMENT, GIFTS, TRAVEL RELATED GOODS AND SERVICES, APPAREL, HOME AND GARDEN-RELATED ITEMS, GENERAL RETAIL MERCHANDISE, GIFT CARDS, AND PRIVATE CLUB MEMBERSHIP, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013.

FOR: AIR TRANSPORTATION OF PASSENGERS, CARGO, AND FREIGHT; PROVIDING TRAVEL AGENCY SERVICES, NAMELY, PROVIDING TRANSPORTATION RESERVATION SERVICES FOR OTHERS, AIR TRANSPORTATION RESERVATION SERVICES FOR OTHERS, VEHICLE RESERVATION SERVICES FOR OTHERS, CRUISE RESERVATION SERVICES FOR OTHERS AND VACATION TRANSPORTATION RESERVATION SERVICES BY MEANS OF A GLOBAL COMPUTER NETWORK; PROVIDING INFORMATION IN THE FIELD OF TRAVEL BY MEANS OF A GLOBAL COMPUTER NETWORK, IN CLASS 39 (U.S. CLS. 100 AND 105).

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013.

FOR: PROVIDING TRAVEL AGENCY SERVICES, NAMELY, PROVIDING TEMPORARY LODGING RESERVATION SERVICES FOR OTHERS, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013.

THE MARK CONSISTS OF A STYLIZED EAGLE WITH ONE BLUE WING AND ONE RED WING SEPARATED BY A WHITE AND GRAY EAGLE HEAD.



Deborah S. Cohn

Commissioner for Trademarks of the
United States Patent and Trademark Office

Reg. No. 4,449,061 THE COLOR(S) BLUE, WHITE, RED, AND GRAY IS/ARE CLAIMED AS A FEATURE OF THE MARK.

SN 85-825,121, FILED 1-16-2013.

ZACHARY R. SPARER, EXAMINING ATTORNEY

PTO Form 1000 (Rev. 02/2005)
OMB No. 0881-0054 (Exp. 10/31/2017)

**Trademark/Service Mark Statement of Use
(15 U.S.C. Section 1051(d))**

To the Commissioner for Trademarks:

MARK: Miscellaneous Mark (Stylized and/or with Design, see <http://tess2.uspto.gov/ImageAgent/ImageAgentProxy?getImage=85825121>)

SERIAL NUMBER: 85825121

The applicant, American Airlines, Inc., having an address of
4333 Amon Carter Blvd.
Fort Worth, Texas 76155
United States

is submitting the following allegation of use information:

For International Class 035:

Current identification: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then be redeemed for merchandise and travel; Online retail store services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) webpage providing and advertising services.

Original PDF file:

[SPN0-3898152163-152206498 . 12901-4381 Flight Symbol Specimen - Class 35.pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

For International Class 039:

Current identification: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing transportation reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation transportation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) webpage providing and advertising services.

Original PDF file:

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Converted PDF file(s) (2 pages)

[Specimen File1](#)

[Specimen File2](#)

For International Class 043:

Current identification: Providing travel agency services, namely, providing temporary lodging reservation services for others

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) webpage providing and advertising services.

Original PDF file:

SPN2-3898152163-152206498 . 12901-4381 Flight Symbol Specimen - Class 39 and 43.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

The applicant is not filing a Request to Divide with this Allegation of Use form.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for the allegation of use for 3 classes.

Declaration

Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq., as amended). Applicant is the owner of the mark sought to be registered, and is using the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the form or any resulting registration, declares that he/she is properly authorized to execute this form on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /DB280/ Date Signed: 09/30/2013

Signatory's Name: Donald E. Broadfield

Signatory's Position: Senior IP/Internet/Data Attorney

RAM Sale Number: 85825121

RAM Accounting Date: 10/01/2013

Serial Number: 85825121

Internet Transmission Date: Mon Sep 30 15:14:34 EDT 2013

TEAS Stamp: USPTO/SOU-XX.XX.XXX.XXX-2013093015143487

3779-85825121-5007e98b8762b1de07687835e3

ca18e4e94c22f7a10f1955df37730940b18d8c8-

DA-5277-20130927151910169656

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Find answers to the most frequently asked questions about the AAAdvantage program.

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Find travel inspiration and learn more about destination destinations.

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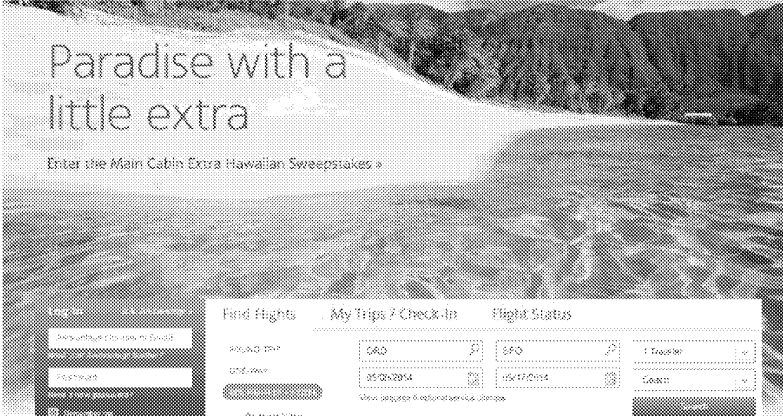
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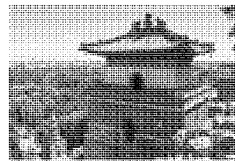
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ORD → DAY	Chicago to Dayton	\$265
ORD → LAS	Chicago to Las Vegas	\$398

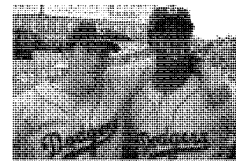
These are just a few of the many deals available on American Airlines. To see all the latest deals, visit [americanairlines.com/deals](#). American Airlines is a member of the oneworld alliance, which includes British Airways, Cathay Pacific, Iberia, JAL, Japan Airlines, Korean Air, Qantas, and others.



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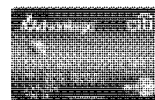
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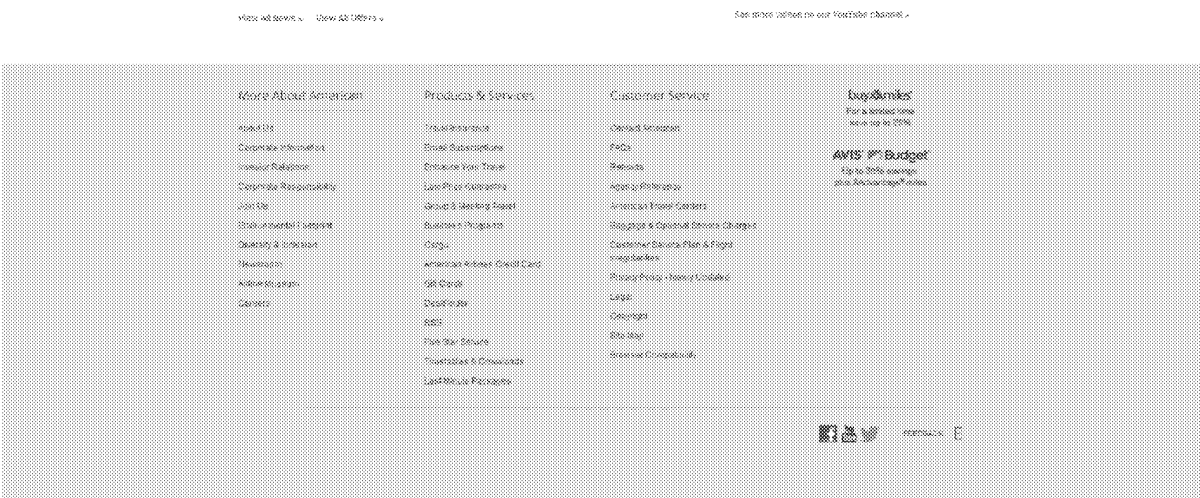
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PTO Form 1/79 (Rev. 9/2008)
CMB, No. 0881-6009 (Exp. 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85825121

Filing Date: 01/16/2013

To the Commissioner for Trademarks:

MARK: (Stylized and/or Design, see mark)

The color(s) blue, white, red and gray is/are claimed as a feature of the mark. The mark consists of a stylized eagle with one blue wing and one red wing separated by a white and gray eagle head.

The applicant, American Airlines, Inc., a corporation of Delaware, having an address of
4333 Amon Carter Blvd.
Fort Worth, Texas 76155
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then be redeemed for merchandise and travel; Online retail services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

International Class 039: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

The applicant's current Attorney Information:

Jeffrey A. Handelman and Nicholas G. de la Torre, Scott J. Slavick, Jennifer J. Theis, Andrew J. Avsec, and Tiffany D. Shimada of BRINKS
HOFER GILSON & LIONE
P.O. Box 10395
Chicago, Illinois 60610
United States

The attorney docket/reference number is 12901/.

The applicant's current Correspondence Information:

Jeffrey A. Handelman
BRINKS HOFER GILSON & LIONE
P.O. Box 10395
Chicago, Illinois 60610
officeactions@brinkshofer.com; jhandelman@brinkshofer.com; aavsec@brinkshofer.com; jtheis@brinkshofer.com;
nicholasd@brinkshofer.com (authorized)

A fee payment in the amount of \$650 has been submitted with the application, representing payment for 2 class(es).

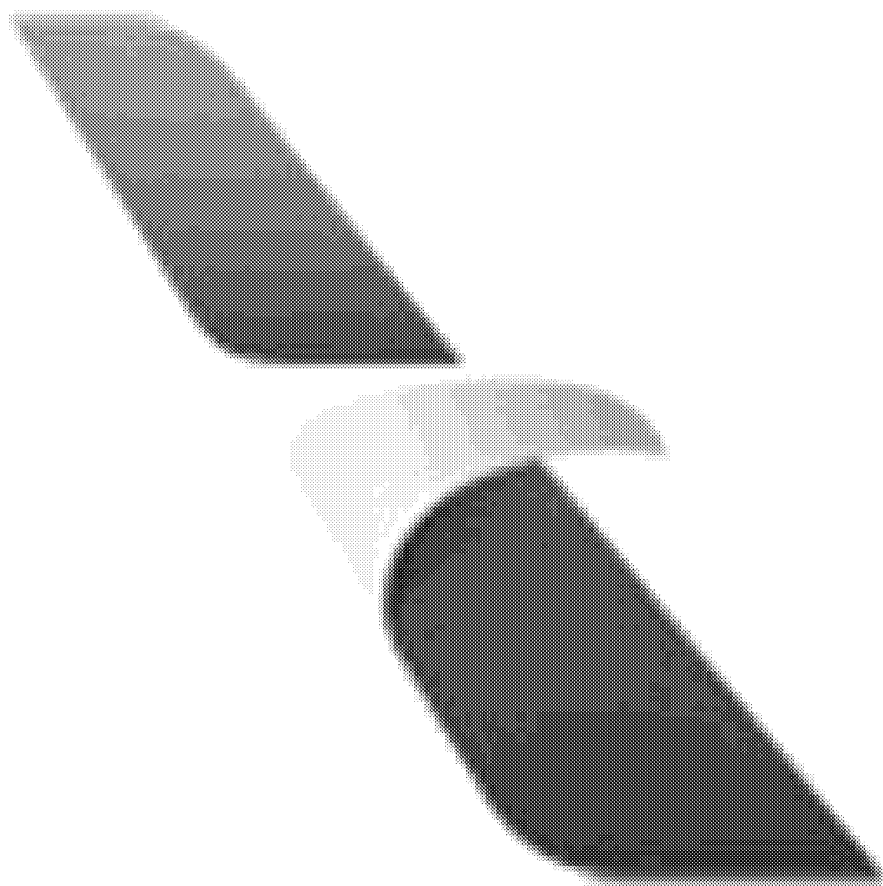
Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Declaration Signature

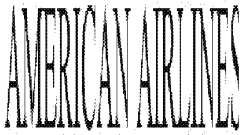
Signature: /DB280/ Date: 01/16/2013
Signatory's Name: Donald E. Broadfield
Signatory's Position: Senior IP/Internet/Data Attorney
RAM Sale Number: 8138
RAM Accounting Date: 01/17/2013

Serial Number: 85825121
Internet Transmission Date: Wed Jan 16 19:13:22 EST 2013
TEAS Stamp: USPTO/BAS-XX.XX.XXX.XXX-2013011619132247
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6e5bd943-DA-8138-20130116135150058887



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Mark: AMERICAN AIRLINES



US Serial Number: 86488996

Application Filing Date: Dec. 23, 2014

US Registration Number: 4939082

Registration Date: Apr. 19, 2016

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Jul. 06, 2022

Publication Date: Feb. 02, 2016

Mark Information

Mark Literal Elements: AMERICAN AIRLINES

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "AIRLINES"

Acquired Distinctiveness Claim: In whole

Related Properties Information

International Registration Number: 1266184

International Application(s) /Registration(s) Based on this Property: A0047386/1266184

Claimed Ownership of US Registrations: 514294, 1845693, 2054132 and others

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- ◆ Brackets [...] indicate deleted goods/services;
- ◆ Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- ◆ Asterisks "*" identify additional (new) wording in the goods/services.

For: Sales promotion; promoting the goods and services of others by means of a loyalty program, discount program, and an incentive awards program whereby purchase points are earned or awarded for purchases made from vendor subscribers or travel conducted by

member subscribers which can then be redeemed for merchandise and travel; online retail store services featuring gift cards and private club membership; promoting the goods and services of others by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise

International Class(es): 035 - Primary Class **U.S Class(es):** 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Apr. 20, 1981

Use in Commerce: Apr. 20, 1981

For: Repair and maintenance of aircraft, vehicles, aircraft-related facilities, baggage-related facilities, and air travel-related facilities; refueling of aircraft and land vehicles; ground support services in the field of air transportation, namely, aircraft de-icing services, aircraft interior and exterior cleaning, and sanitation

International Class(es): 037 - Primary Class **U.S Class(es):** 100, 103, 106

Class Status: ACTIVE

Basis: 1(a)

First Use: 1934

Use in Commerce: 1934

For: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, namely, coordinating travel arrangements for individuals and for groups, providing air transportation reservation services for others, providing vehicle reservation services for others, providing cruise reservation services for others, and providing vacation reservation services by means of a global computer network, namely, coordinating travel arrangements for individuals and for groups; providing information in the field of travel by means of a global computer network; providing lounge facilities, namely, airport services featuring transit lounge facilities for passenger relaxation and also including shower facilities

International Class(es): 039 - Primary Class **U.S Class(es):** 100, 105

Class Status: ACTIVE

Basis: 1(a)

First Use: 1934

Use in Commerce: 1934

For: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight entertainment services, namely, providing passengers with entertainment services in the form of providing in-flight entertainment services, namely, providing movies, radio and radio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, tablets, video and online games, and children's programming, all by means of an inflight entertainment system; providing in-flight entertainment services, namely, providing passengers with entertainment services in the form of providing in-flight entertainment services, namely, providing movies, radio and radio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, tablets, video and online games, and children's programming, all by means of a personal computer or tablet

International Class(es): 041 - Primary Class **U.S Class(es):** 100, 101, 107

Class Status: ACTIVE

Basis: 1(a)

First Use: Sep. 1997

Use in Commerce: Sep. 1997

For: Food and drink catering; providing food and beverage services in conjunction with providing facilities in the form of a private club for conducting business, meetings and conferences; providing conference room facilities, food and beverage lounge facilities, and amenities, namely, food, drink, catering, and restaurant; providing hotel reservation and coordination services for others by means of a global computer network; travel agency services, namely, making reservations and booking for temporary lodging; entertainment services, namely, providing a general purpose arena facility for sports, entertainment, trade shows, exhibitions and conventions

International Class(es): 043 - Primary Class **U.S Class(es):** 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: 1939

Use in Commerce: 1939

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44D: No

Filed 44E: No

Currently 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: American Airlines, Inc.

Owner Address: MD 8B503
1 Skyview Drive
Fort Worth, TEXAS UNITED STATES 76155

Legal Entity Type: CORPORATION

State or Country: DELAWARE
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Eric J. Maier

Docket Number: 177306.06910

Attorney Primary Email Address: CHIIPMAIL@GTLAW.COM

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Eric J. Maier
Greenberg Traurig, LLP
77 W. Wacker Drive
Suite 3100
Chicago, ILLINOIS UNITED STATES 60601

Phone: 312.456.8400

Fax: 312.456.8435

Correspondent e-mail: CHIIPMAIL@GTLAW.COM
matthewsk@gtlaw.com brousseauj@gtlaw.com maierse@gtlaw.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Sep. 14, 2023	NOTICE OF SUIT	
Aug. 08, 2022	NOTICE OF SUIT	
Jul. 28, 2022	NOTICE OF SUIT	
Jul. 06, 2022	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Jul. 06, 2022	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Jun. 29, 2022	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Jan. 25, 2022	TEAS SECTION 8 & 15 RECEIVED	
Aug. 20, 2021	NOTICE OF SUIT	
Apr. 19, 2021	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Mar. 19, 2020	NOTICE OF SUIT	
Oct. 01, 2018	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 01, 2018	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jan. 08, 2018	REVIEW OF CORRESPONDENCE COMPLETE - INFORMATION MADE OF RECORD	
Dec. 29, 2017	TEAS WITHDRAWAL OF ATTORNEY RECEIVED-FIRM RETAINS	
Apr. 19, 2016	REGISTERED-PRINCIPAL REGISTER	
Feb. 02, 2016	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Feb. 02, 2016	PUBLISHED FOR OPPOSITION	
Jan. 13, 2016	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Dec. 29, 2015	LAW OFFICE PUBLICATION REVIEW COMPLETED	
Dec. 17, 2015	APPROVED FOR PUB - PRINCIPAL REGISTER	
Dec. 17, 2015	EXAMINER'S AMENDMENT ENTERED	
Dec. 17, 2015	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	
Dec. 17, 2015	EXAMINERS AMENDMENT E-MAILED	
Dec. 17, 2015	EXAMINERS AMENDMENT -WRITTEN	
Dec. 17, 2015	PREVIOUS ALLOWANCE COUNT WITHDRAWN	

Dec. 01, 2015 WITHDRAWN FROM PUB - OG REVIEW QUERY
 Nov. 13, 2015 LAW OFFICE PUBLICATION REVIEW COMPLETED
 Nov. 06, 2015 ASSIGNED TO LIE
 Sep. 28, 2015 APPROVED FOR PUB - PRINCIPAL REGISTER
 Sep. 28, 2015 EXAMINER'S AMENDMENT ENTERED
 Sep. 28, 2015 NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED
 Sep. 28, 2015 EXAMINERS AMENDMENT E-MAILED
 Sep. 28, 2015 EXAMINERS AMENDMENT -WRITTEN
 Sep. 11, 2015 TEAS/EMAIL CORRESPONDENCE ENTERED
 Sep. 10, 2015 CORRESPONDENCE RECEIVED IN LAW OFFICE
 Sep. 10, 2015 TEAS RESPONSE TO OFFICE ACTION RECEIVED
 Mar. 11, 2015 NOTIFICATION OF NON-FINAL ACTION E-MAILED
 Mar. 11, 2015 NON-FINAL ACTION E-MAILED
 Mar. 11, 2015 NON-FINAL ACTION WRITTEN
 Mar. 09, 2015 ASSIGNED TO EXAMINER
 Dec. 31, 2014 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
 Dec. 26, 2014 NEW APPLICATION ENTERED

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: TMEG LAW OFFICE 105

Date in Location: Jul. 06, 2022

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: American Airlines, Inc.

Assignment 1 of 1

Conveyance: SECURITY INTEREST

Reel/Frame: 7061/0605

Pages: 47

Date Recorded: Sep. 25, 2020

Supporting Documents: assignment-tm-7061-0605.pdf

Assignor

Name: AMERICAN AIRLINES, INC.

Execution Date: Sep. 25, 2020

Legal Entity Type: CORPORATION

State or Country: DELAWARE
Where Organized:

Assignee

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

Legal Entity Type: NATIONAL BANKING ASSOCIATION

State or Country: ALABAMA
Where Organized:

Address: 50 SOUTH SIXTH STREET, SUITE 1290
MINNEAPOLIS, MINNESOTA 55402

Correspondent

Correspondent Name: MILBANK LLP

Correspondent Address: 55 HUDSON YARDS
ATTN: NATHANIEL T. BROWAND
NEW YORK, NY 10001-2163

Domestic Representative - Not Found

Proceedings

Summary

Number of Proceedings: 7

From: TMOOfficialNotices@USPTO.GOV
Sent: Wednesday, July 6, 2022 11:02 PM
To: XXXX
Cc: XXXX; XXXX; XXXX
Subject: Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4939082: AMERICAN AIRLINES: Docket/Reference No. 177306.06910

U.S. Serial Number: 86488996
U.S. Registration Number: 4939082
U.S. Registration Date: Apr 19, 2016
Mark: AMERICAN AIRLINES
Owner: American Airlines, Inc.

Jul 6, 2022

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):
035, 037, 039, 041, 043

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

Requirements in the First Ten Years

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

Requirements in Successive Ten-Year Periods

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To check the status of this registration, go to https://tsdr.uspto.gov/#caseNumber=86488996&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to https://tsdr.uspto.gov/#caseNumber=86488996&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.

PTO-1585

Approved for use through 01/31/2025. OMB 0551-0025

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

Combined Declaration of Use and Incontestability under Sections 8 & 15

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 4939082

REGISTRATION DATE: 04/19/2016

MARK: AMERICAN AIRLINES

Current: The owner, American Airlines, Inc., a corporation of Delaware, having an address of
4333 Amon Carter Boulevard
Fort Worth, Texas 76155
United States

Proposed: The owner, American Airlines, Inc., a corporation of Delaware, having an address of
MD 8B503
1 Skyview Drive
Fort Worth, Texas 76155
United States
XXXX

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 035, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Sales promotion; promoting the goods and services of others by means of a loyalty program, discount program, and an incentive awards program whereby purchase points are earned or awarded for purchases made from vendor subscribers or travel conducted by member subscribers which can then be redeemed for merchandise and travel; online retail store services featuring gift cards and private club membership; promoting the goods and services of others by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN0-419086-2022011416223 4956913 . AMERICAN AIRLIN ES spec IC 35.pdf

Converted PDF file(s) (5 pages)

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

[Specimen File4](#)

[Specimen File5](#)

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 037, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Repair and maintenance of aircraft, vehicles, aircraft-related facilities, baggage-related facilities, and air travel-related facilities; refueling of aircraft and land vehicles; ground support services in the field of air transportation, namely, aircraft de-icing services, aircraft interior and exterior cleaning, and sanitation; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective

membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) photographs of signage showing use of the mark in connection with the listed services.

[Specimen File1](#)

[Specimen File2](#)

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 039, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, namely, coordinating travel arrangements for individuals and for groups, providing air transportation reservation services for others, providing vehicle reservation services for others, providing cruise reservation services for others, and providing vacation reservation services by means of a global computer network, namely, coordinating travel arrangements for individuals and for groups; providing information in the field of travel by means of a global computer network; providing lounge facilities, namely, airport services featuring transit lounge facilities for passenger relaxation and also including shower facilities; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

[SPN2-419086-2022011416223 4956913 . AMERICAN AIRLIN ES spec IC 39.pdf](#)

Converted PDF file(s) (3 pages)

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 041, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight entertainment services, namely, providing passengers with entertainment services in the form of providing in-flight entertainment services, namely, providing movies, radio and radio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, tablets, video and online games, and children's programming, all by means of an inflight entertainment system; providing in-flight entertainment services, namely, providing passengers with entertainment services in the form of providing in-flight entertainment services, namely, providing movies, radio and radio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, tablets, video and online games, and children's programming, all by means of a personal computer or tablet; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shot from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

[SPN3-419086-2022011416223 4956913 . AMERICAN AIRLIN ES spec IC 41.pdf](#)

Converted PDF file(s) (6 pages)

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

[Specimen File4](#)

[Specimen File5](#)

[Specimen File6](#)

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 043, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Food and drink catering; providing food and beverage services in conjunction with providing facilities in the form of a private club for conducting business, meetings and conferences; providing conference room facilities, food and beverage lounge facilities, and amenities, namely, food, drink, catering, and restaurant; providing hotel reservation and coordination services for others by means of a global computer network; travel agency services, namely, making reservations and booking for temporary lodging; entertainment services, namely, providing a general purpose arena facility for sports, entertainment, trade shows, exhibitions and conventions; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

[SPN4-419086-2022011416223 4956913 . AMERICAN AIRLIN ES spec IC 43.pdf](#)

Converted PDF file(s) (3 pages)

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

Webpage URL: None Provided

Webpage Date of Access: None Provided

The owner's/holder's current attorney information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The owner's/holder's proposed attorney information: Eric J. Maiers. Other appointed attorneys are Mark R. Galis, Jeffrey P. Dunning, Herbert H. Finn, Richard D. Harris, Gary R. Jarosik, Keith R. Jarosik, James J. Lukas, Jr., Jeffrey G. Mote, Cameron M. Nelson, Howard E. Silverman, Barry R. Horwitz, Matthew J. Levinstein, Marc Trachtenberg, Benjamin P. Gilford, Jonathan Giroux, Jacqueline Brousseau, Callie Sand, Sara Skulman, Chase Means, Maja Sherman, Katie Cronin, Erik Bokar, Molly Carr. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The docket/reference number is 177306.06910.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is CHIIPMAIL@GTLAW.COM

Eric J. Maiers submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

Correspondence Information (current):

Eric J. Maiers
PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED

Correspondence Information (proposed):

Eric J. Maiers
PRIMARY EMAIL FOR CORRESPONDENCE: CHIIPMAIL@GTLAW.COM
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): matthewsk@gtlaw.com; maierse@gtlaw.com; brousseauj@gtlaw.com

The docket/reference number is 177306.06910.

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$2125 will be submitted with the form, representing payment for 5 class(es), plus any additional grace period fee, if necessary.

Declaration

Original PDF file:

hw 419086-155920955 . Signed Declaration - AMERICAN AIRLINES.pdf

Converted PDF file(s) (1 page)

Signature File1

Signatory's Name: Donald Broadfield, Jr.
Signatory's Position: Chief Intellectual Property and Data Counsel
Signature method: Handwritten

Mailing Address (current):

Greenberg Traurig, LLP
77 W. Wacker Drive
Chicago, Illinois 60601

Mailing Address (proposed):

Greenberg Traurig, LLP
77 W. Wacker Drive
Chicago, Illinois 60601

Serial Number: 86488996

Internet Transmission Date: Tue Jan 25 16:00:59 ET 2022

TEAS Stamp: USPTO/S08N15-X.X.XX.XX-20220125160059697

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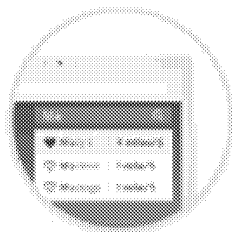


Document title:	American Airlines AAdvantage eShopping: Shop Online & Earn Miles
Capture URL:	https://www.aadvantageeshopping.com/?source=cl AA ALL cl link EamPg generic 20180420&utm_source=cl&utm_medium=link&utm_campaign=EamPg&utm_content=generic&chan=cl&seg=&med=link&strm=&cam=EamPg&cont=generic&end=1
Page loaded at (UTC):	Fri, 14 Jan 2022 21:09:07 GMT
Capture timestamp (UTC):	Fri, 14 Jan 2022 21:09:33 GMT
Capture tool:	v7.13.2
Collection server IP:	54.157.181.49
Browser engine:	Chrome/77.0.3865.120
Operating system:	Microsoft Windows NT 10.0.17763.0 (10.0.17763.0)
PDF length:	5
Capture ID:	496fd2b6-7ba0-4de7-9575-07b59957a74d
User:	gt-kmatthews

PDF REFERENCE #: 6HHvqQUByTzV6t Q GEz 2n

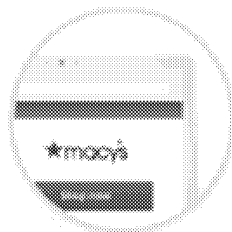
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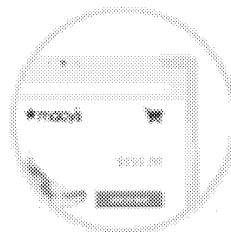


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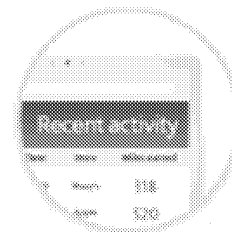


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Shop like you normally do and pay with any credit card — no special card needed.



Earn

After making a purchase, miles earned will be added to your AAdvantage® account.

Earn miles with the push of a button

Add the button browser extension for Chrome and you'll get notifications while shopping so you never forget to earn miles. Plus, you can:

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Document title: American Airlines AAdvantage eShopping: Shop Online & Earn Miles

Capture URL: https://www.aadvantageeshopping.com/?source=cl|AA|ALL|cl|link|EamPg|generic|20180420&utm_source=cl&utm_medium=link&utm_campaign=cl

Capture timestamp (UTC): Fri, 14 Jan 2022 21:09:33 GMT

Page 1 of 4

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Add the button browser extension for Chrome and you'll get notifications while shopping so you never forget to earn miles. Plus, you can:

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- Find new stores offering miles per dollar
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Chrome store rating: ★ ★ ★ ★ ★

Was 2 Now 4 miles/\$

Activate 4 miles/\$

Activate later

Blend, mix and whip up your favorites in style with the Artisan stand mixer. Searching for fresh new ideas? Discover great mixer recipes here.

Join members earning 3,238 miles on average annually

"Any time I shop online, I always check to see if where I'm shopping is on your participating store list. With your list being so large, it usually is so why not take advantage of this easy way to earn miles?"

1,000 bonus miles

Document title: American Airlines AAdvantage eShopping: Shop Online & Earn Miles

Capture URL: https://www.aadvantageeshopping.com/?source=ci|AA|ALL|c|link|EamPg|genere|20180420&utm_source=ci&utm_medium=link&utm_campaign=ci|AA|ALL|c|link|EamPg|genere|20180420

Capture timestamp (UTC): Fri, 14 Jan 2022 21:09:33 GMT

Page 2 of 4

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1,000 bonus miles

Document title: American Airlines AAdvantage eShopping: Shop Online & Earn Miles

Capture URL: https://www.aadvantageeshopping.com/?source=cl|AA|ALL|cl|link|EarnPg|general|20180420&utm_source=cl&utm_medium=link&utm_campaign=...

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Earn additional miles on every purchase when you use an American Airlines AAdvantage® Mastercard® credit card

1,000 bonus miles

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Document title: Book flights - Book round trip, one way, multi city - American Airlines

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PDF length: 3

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Cities and dates

☒ Round trip

☐ One way

☐ Multi-city

[Vacation packages @](#)

From *



To *


☐ Include nearby airports

☐ Include nearby airports

Depart *



Time of day



Return *



Time of day



Passengers

Number of passengers



Passenger 1


[Unaccompanied minors @](#)
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[For groups of 10 or more, contact Group & Incentive Travel @](#)

Document title: Book flights - Book round trip, one way, multi city - American Airlines

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Page 1 of 2

Flights and Gates

[Round trip](#) [One way](#) [Multi city](#) [Vacation packages](#)

From * To *

☐ Include nearby airports ☐ Include nearby airports

Depart * Time of day

Return * Time of day

Passengers

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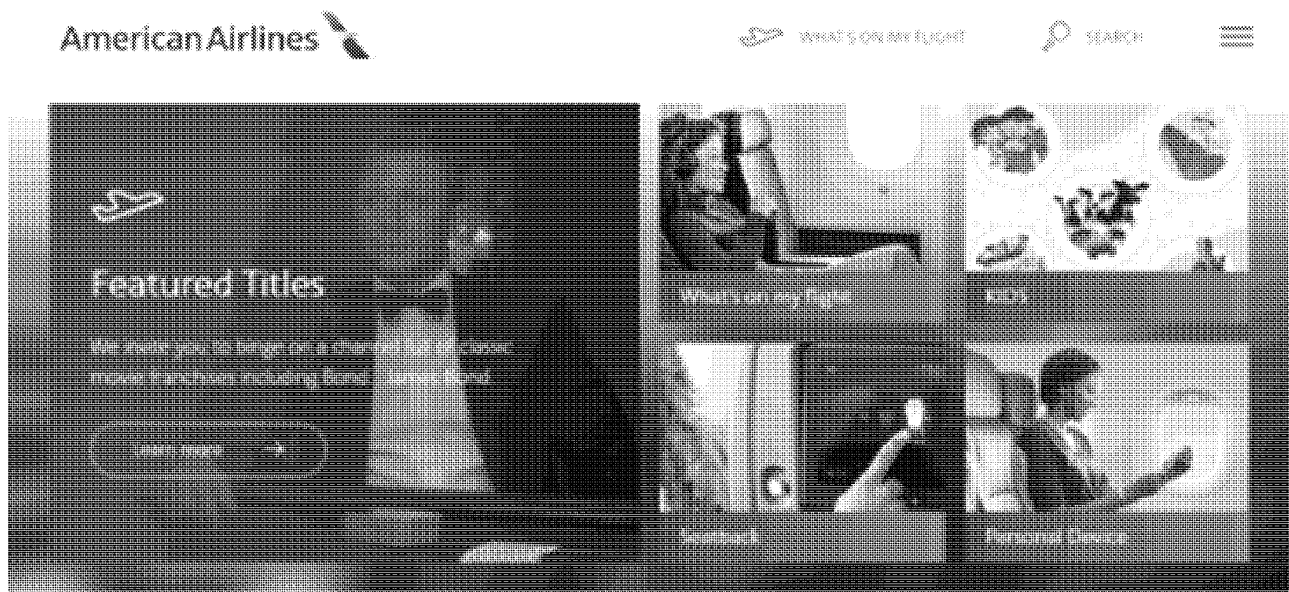
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New Movies onboard (varies by aircraft)






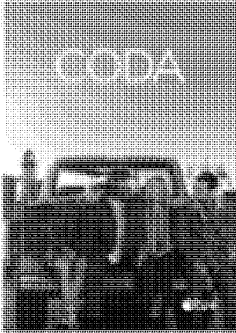
 WHAT'S ON MY FLIGHT

 SEARCH







Clifford the Big Red Dog
2021 | 90 mins | PG




CODA
2021 | 101 mins




CRY MACHO
2021 | 100 mins



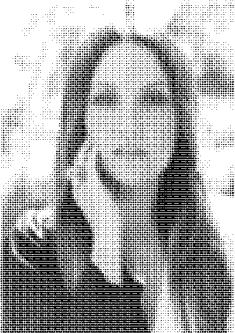
DEAR EVAN HANSEN
2021 | 101 mins | PG-13



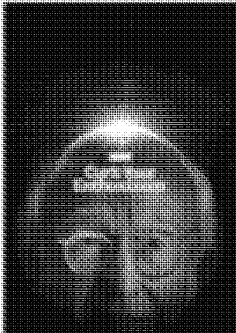
FALLING FOR FIGARO
2021 | 105 mins | R



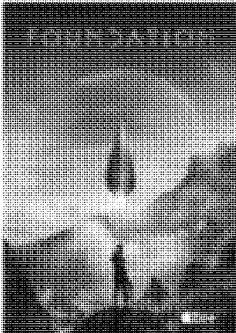
New TV onboard (varies by aircraft)




Center Stage: Natalie Hemery
2021 | 4 mins




Curb Your Enthusiasm Season 11
2021 | 48 mins




FOUNDATION Season 1
2021 | 58 mins




Genius: Aretha
2021 | 90 mins




INVASION Season 1
2021 | 57 mins




Lifestyle



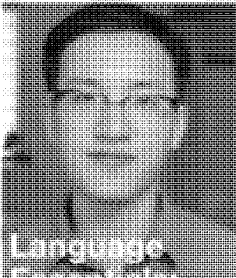
Insider
Travel Guide



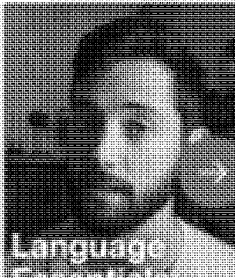
Insider
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Insider
Travel Guide



Language
Essentials



Language
Essentials

Show all

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American Airlines

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SEARCH

Insider Travel Guides: Italian

Insider Travel Guides: Italian 5
2021 | 10 mins

Insider Travel Guides: Japanese

Insider Travel Guides: Japanese
2021 | 11 mins

Insider Travel Guides: Spanish

Insider Travel Guides: Spanish
2021 | 10 mins

Language Essentials: Chinese

Language Essentials: Chinese
2021 | 11 mins

Language Essentials: French

Language Essentials: French
2021 | 11 mins

All Movies (varies by aircraft)

Show all

12 Mighty Orphans

2021 | 118 mins | PG-13

1917

2019 | 119 mins | R

200 Meters

2022 | 94 mins

96

2019 | 102 mins | PG

A League of Their Own

1992 | 128 mins | PG

All TV shows (varies by aircraft)

Show all

'Planet Her' Natural Chemistry ...

2021 | 26 mins

100 Foot Wave

2022 | 60 mins

30 Rock: Season 1

2006 | 22 mins

A Black Lady Sketch Show: Seas...

2021 | 30 mins

AA Clean Commitment

2020 | 11 mins

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Page 4 of 5

AA-SKP-00054304
App'x 0394

WHAT'S ON MY FLIGHT

SEARCH

Planet Her: Natural Chemistry
2021 | 38 mins

100 Foot Wave
2021 | 60 mins

30 Rock: Season 1
2006 | 22 mins

A Black Lady Sketch Show: Season 1
2021 | 30 mins

AA Clean Commitment
2020 | 1 mins

Music

Show all

Center Stage: Alessia Cara
Alessia Cara

Center Stage: Jon Batiste
Jon Batiste

Center Stage: Lukas Nelson & The Passing of Time
Lukas Nelson & The Passing of Time

Center Stage: NATALIE HEMERY
Natalie Hemery

Center Stage: Penni Wolf
Penni Wolf

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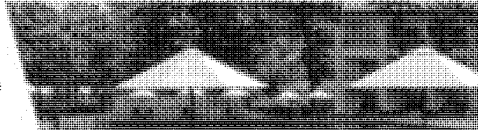
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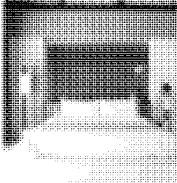
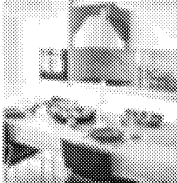
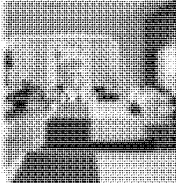
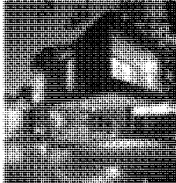
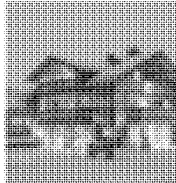
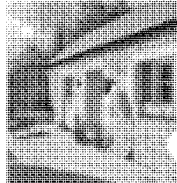


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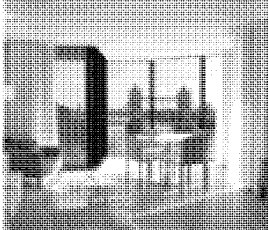
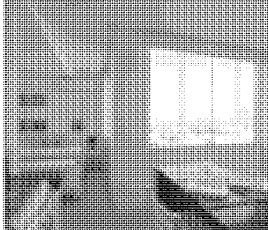
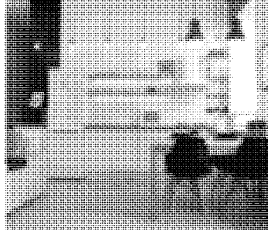
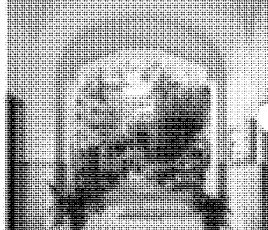
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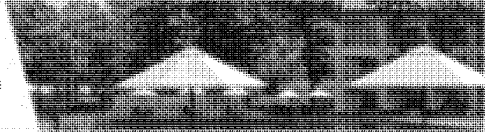
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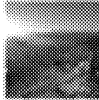
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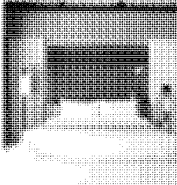





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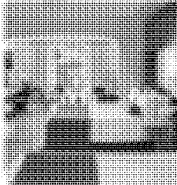
Browse by property type



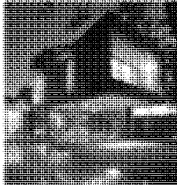
Hotels
832,433 hotels



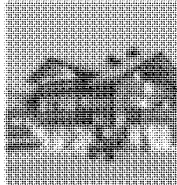
Apartments
234,191 apartments



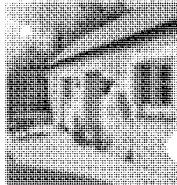
Resorts
17,049 resorts



Villas
377,938 villas



Cabins
31,284 cabins



Cottages
128,762 cottages

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Reg. No. 4,939,082

Registered Apr. 19, 2016

**Int. Cls.: 35, 37, 39, 41
and 43**

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FOR: PROVIDING ONLINE ELECTRONIC PUBLICATIONS, NAMELY, ONLINE MAGAZINES AND ONLINE NEWSLETTERS IN THE FIELD OF GENERAL INTEREST; PUBLICATION OF MAGAZINES; PROVIDING IN-FLIGHT ENTERTAINMENT SERVICES, NAMELY, PROVIDING PASSENGERS WITH ENTERTAINMENT SERVICES IN THE FORM OF PROVIDING IN-FLIGHT ENTERTAINMENT SERVICES, NAMELY, PROVIDING MOVIES, RADIO AND RADIO PROGRAMS, MUSIC, DOCUMENTARIES, MUSIC VIDEOS, NEWS AND INFORMATION IN THE FIELD OF SPORTS, LIVE AND RECORDED TELEVISION PROGRAMS, E-BOOKS, TABLETS, VIDEO AND ONLINE GAMES, AND CHILDREN'S PROGRAMMING, ALL BY MEANS OF AN INFLIGHT ENTERTAINMENT SYSTEM; PROVIDING IN-FLIGHT ENTERTAINMENT SERVICES, NAMELY, PROVIDING PASSENGERS WITH ENTERTAINMENT SERVICES IN THE FORM OF PROVIDING IN-FLIGHT ENTERTAINMENT SERVICES, NAMELY, PROVIDING MOVIES, RADIO AND RADIO PROGRAMS, MUSIC, DOCUMENTARIES, MUSIC VIDEOS, NEWS AND INFORMATION IN THE FIELD OF SPORTS, LIVE AND RECORDED TELEVISION PROGRAMS, E-BOOKS, TABLETS, VIDEO AND ONLINE GAMES, AND CHILDREN'S PROGRAMMING, ALL BY MEANS OF A PERSONAL COMPUTER OR TABLET, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 9-0-1997; IN COMMERCE 9-0-1997.

FOR: FOOD AND DRINK CATERING; PROVIDING FOOD AND BEVERAGE SERVICES IN CONJUNCTION WITH PROVIDING FACILITIES IN THE FORM OF A PRIVATE CLUB FOR CONDUCTING BUSINESS, MEETINGS AND CONFERENCES; PROVIDING CONFERENCE ROOM FACILITIES, FOOD AND BEVERAGE LOUNGE FACILITIES, AND AMENITIES, NAMELY, FOOD, DRINK, CATERING, AND RESTAURANT; PROVIDING HOTEL RESERVATION AND COORDINATION SERVICES FOR OTHERS BY MEANS OF A GLOBAL COMPUTER NETWORK; TRAVEL AGENCY SERVICES, NAMELY, MAKING RESERVATIONS AND BOOKING FOR TEMPORARY LODGING; ENTERTAINMENT SERVICES, NAMELY, PROVIDING A GENERAL PURPOSE ARENA FACILITY FOR SPORTS, ENTERTAINMENT, TRADE SHOWS, EXHIBITIONS AND CONVENTIONS, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 0-0-1939; IN COMMERCE 0-0-1939.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 514,294, 2,054,132 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "AIRLINES", APART FROM THE MARK AS SHOWN.

SEC. 2(F).

SER. NO. 86-488,996, FILED 12-23-2014.

MARK SHINER, EXAMINING ATTORNEY

PTO Form 1-776 (Rev. 9/2008)
USPS No. 0881-0000 (Exp. 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 86488996

Filing Date: 12/23/2014

To the Commissioner for Trademarks:

MARK: AMERICAN AIRLINES (Standard Characters, see mark)

The literal element of the mark consists of AMERICAN AIRLINES.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, American Airlines, Inc., a corporation of Delaware, having an address of
4333 Amon Carter Boulevard
Fort Worth, Texas 76155
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: Sales promotion; promoting the goods and services by means of loyalty program, discount program, and an incentive awards program whereby purchase points are earned or awarded for purchases made from vendor subscribers or travel conducted by member subscribers which can then be redeemed for merchandise and travel; retail services featuring gift cards and private club membership; promoting the goods and services by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise

In International Class 035, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 04/20/1981, and first used in commerce at least as early as 04/20/1981, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website advertising services.

Original PDF file:

[SPE00-3898152163-20141216171150848760 . 12901-4356 specimen cl 35.pdf](#)

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[Specimen File1](#)

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[SPE00-3898152163-20141216171150848760 . 12901-4356 specimen cl 35-b.pdf](#)

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International Class 037: Repair and maintenance of aircraft, vehicles, aircraft-related facilities, baggage-related facilities, and air travel-related facilities; refueling of aircraft and land vehicles; ground support services in the field of air transportation, namely, aircraft de-icing services, aircraft interior and exterior cleaning, and sanitation

In International Class 037, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 00/00/1934, and first used in commerce at least as early as 00/00/1934, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website advertising services.

Original PDF file:

[SPE0120-3898152163-20141216171150848760 . 12901-4356 specimen cl 37.pdf](#)

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International Class 039: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network

In International Class 039, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 00/00/1934, and first used in commerce at least as early as 00/00/1934, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website demonstrating use of mark in connection with services.

Original PDF file:

[SPE0120-3898152163-20141216171150848760 . 12901-4356 specimen cl 39.pdf](#)

Converted PDF file(s) (2 pages)

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International Class 041: Providing online electronic publications, namely online magazines and online newsletters; publication of magazines; providing in-flight entertainment services; entertainment services, namely, providing an arena facility for sports, entertainment, trade shows, exhibitions and conventions

In International Class 041, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 09/00/1997, and first used in commerce at least as early as 09/00/1997, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website advertising services.

Original PDF file:

[SPE01230-3898152163-20141216171150848760 . 12901-4356 specimen cl 41.pdf](#)

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International Class 043: Food and drink catering; providing food and beverage services in conjunction with providing facilities in the form of a private club for conducting business, meetings and conferences; providing conference room facilities, lounge facilities, and amenities; providing hotel reservation and coordination services for others by means of a global computer network; travel agency services, namely, making reservations and booking for temporary lodging

In International Class 043, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 00/00/1939, and first used in commerce at least as early as 00/00/1939, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website demonstrating use of mark in connection with services.

Original PDF file:

[SPE012340-3898152163-20141216171150848760 . 12901-4356 specimen cl 43.pdf](#)

Converted PDF file(s) (2 pages)

[Specimen File1](#)

[Specimen File2](#)

The applicant claims ownership of U.S. Registration Number(s) 0514294, 1845693, 2054132, and others.

The applicant's current Attorney Information:

Andrew J. Avsee and Jeffery A. Handelman, Nicholas G. de la Torre, Scott J. Slavick, Jennifer J. Theis, Genevieve E. Adams, Michael Friedman, and Craig C. Bradley of BRINKS GILSON & LIONE

P.O. Box 10395

Chicago, Illinois 60610

United States

The attorney docket/reference number is 12901/4356.

The applicant's current Correspondence Information:

Andrew J. Avsec

BRINKS GILSON & LIONE

P.O. Box 10395

Chicago, Illinois 60610

(312) 321-4200(phone)

(312) 321-4299(fax)

Officeactions@brinksgilson.com;aavsec@brinksgilson.com;jhandelman@brinksgilson.com;sslavick@brinksgilson.com;
rrios@brinksgilson.com (authorized)

A fee payment in the amount of \$1625 has been submitted with the application, representing payment for 5 class(es).

Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. Section 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or the applicant's related company or licensee is using the mark in commerce on or in connection with the goods/services in the application, and such use by the applicant's related company or licensee inures to the benefit of the applicant; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. Section 1051(b), Section 1126(d), and/or Section 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other person has the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /DB280/ Date: 12/18/2014

Signatory's Name: Donald E. Broadfield

Signatory's Position: Senior IP/Internet/Data Attorney

RAM Sale Number: 86488996

RAM Accounting Date: 12/23/2014

Serial Number: 86488996

Internet Transmission Date: Tue Dec 23 12:05:15 EST 2014

TEAS Stamp: USPTO/BAS-XX.XX.XXX.XXX-2014122312051558

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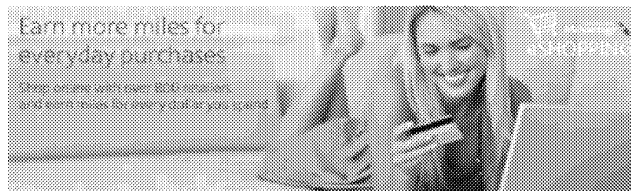
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Customer Service

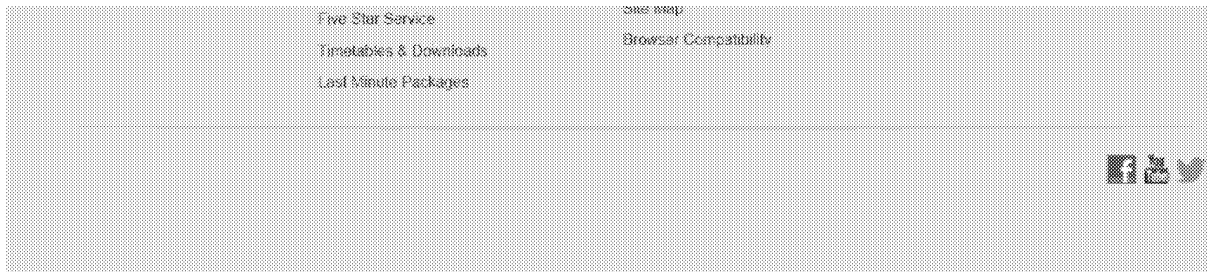
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AmericanAirlines®

American Airlines Maintenance Services

Fact Sheet

American Airlines Maintenance Services, the maintenance and engineering arm of the airline, offers a full line of airframe, engine and component, and line maintenance services, customizing those services to meet the specific needs of the client. American's MRO business has a growing customer base of more than 70 different entities ranging from numerous domestic and international airlines to Original Equipment Manufacturer (OEM) to the U.S. military.

American has three overhaul maintenance bases located in Tulsa, Okla., Fort Worth, Texas and Kansas City, Mo., along with line stations located throughout its domestic and international network. American Airlines Maintenance Services brings a broad range of maintenance capabilities to the MRO demands of its customers. American's highly skilled Aviation Maintenance Technicians repair and maintain American's fleet of over 600 large jets as well as aircraft for dozens of other carriers.

Select Services Offered:

Aircraft Maintenance

American has the capability to perform line maintenance and overhaul work on a variety of fleet types, including but not limited to:

- A300-600
- Fokker 100
- Super 80
- B767
- B737
- B757
- B777

American performs more than 150,000 maintenance checks of various types each year, offers complete manufacturing and machine shop capabilities and has competitive turn times.

Aircraft Modifications

American has the capability to conduct all levels of service bulletins and airworthiness directive support. This includes:

- Crown skin replacement
- Empennage panel replacement
- Pylon modification
- Landing gear work
- Mylar
- Interior changes
- Seat re-pitch
- Winglet work

Back Shop Support

American maintains 80 percent of all back shop support in-house. This allows for excellent quality control and innovative engineering opportunities. Work provided includes:

- Metal spray
- Plating
- Electron beam welding
- High speed tip grinding for engine cores
- Standards lab tool calibration
- Heat treatment
- Slides
- Seats
- Engineering support
- Floor board
- Plastics
- Wiring
- Wheel and brake

April 2008

Maintenance Services Fact Sheet

Page 2

Components/Avionics

American has the capability to perform a myriad of component and avionics work, including:

- Flight instrumentation
- Components for above mention fleet types
- GPS installations
- Halon recovery
- Utilize Automated Test Equipment
- Windshear installations
- Thrust reverser repair and modifications

Composite Repairs

American offers a state-of-the-art composite repair facility, and the airline has already developed many repairs for many A300, Super 80, 777, 767, 757 and 737 composite aircraft parts.

Engineering and Planning

American offers an expansive package of world-class engineering solutions for its customers, which include planning for future endeavors, developing technical publications and assisting with current challenges. These services range from developing and preparing engineering requirements for aircraft modification and cabin reconfigurations to developing maintenance programs.

Engine Work

American can conduct overhaul work on a variety of engine types including the CF6-80A, CF6-80C2, JT8D-217/219 and CFM56-7B. A prime example of American's ability to provide competitive maintenance work to third parties is its joint venture with Rolls Royce called TAESL (Texas Aero Engine Services Ltd). TAESL was formed in April 1998 to repair and overhaul the RB211 engine, which American has on its Boeing 757 fleet, and the Trent 800 engine, which is on American's Boeing 777 aircraft.

April 2008



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Number of Stops

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When Do You Want to Go?

Departure Date

Return Date

Month

Day

Early Morning

Month

Day

Early Morning

Number of Passengers

1

Adult (16-64)

0

Senior (65+)

0

Young Adult (12-15)

0

Child (2-11)

0

Infant in Seat (under 2)

Children Under 16 Traveling Alone

Information Regarding Lap Infants

(Maximum of 6 passengers per reservation)

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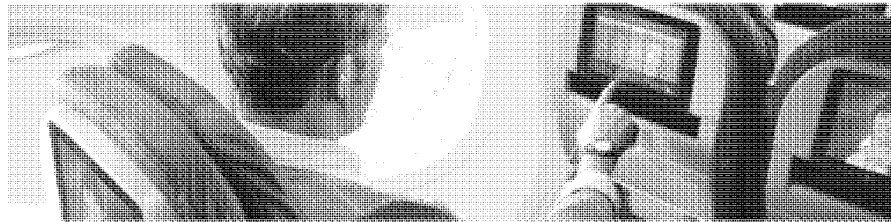
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Highlights

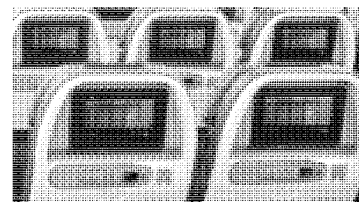
- ✕ Choose from a library of movies and television shows
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- ✕ Listen to your favorite music during the flight or enjoy our award-winning magazines

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On each of our new and refurbished planes, you will have access to the latest, personal in-seat entertainment. You can choose from various entertainment options on the seatback screen in front of you:

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*Up to 250 movies on international flights and up to 150 movies on domestic flights.

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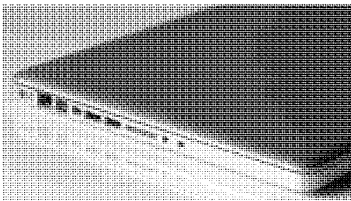
- * New movie releases and top classics
- * Hit TV shows and games
- * Various music selections
- * Best-selling book excerpts

Bring your own device

Browse our inflight library of movies and television shows which can be purchased and streamed to your Wi-Fi-enabled device.

Current devices that will stream these entertainment options include:

- * Laptops
- * iPad
- * Galaxy Tab
- * Motorola Xoom
- * Smartphone
- * Or any tablet that runs iOS or Android OS 3.2 and above



Follow these easy steps to stream video:

1. Connect to the "gogoinflight" signal and launch browser.
2. Click on the entertainment banner and select a movie or TV show.
3. Download plugin or tablet app, if prompted.
4. Log in or create an account.
5. Enjoy your program!

Entertainment options by airplane

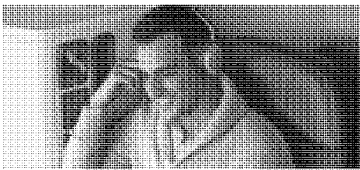
	In-seat entertainment	Tablets¹	Overhead video	Streaming video	Inflight radio
Airbus A319	■				■

	First Class	Business Class	First Class	Business Class	First Class	Business Class
Airbus A321	●				●	
Airbus A321XLR	●				●	
Boeing 737	● ²	●	●	● ²	●	
Boeing 757 domestic			●	●	●	
Boeing 757 international	● ⁴	●	●		●	
Boeing 762		●	●	●	●	
Boeing 763		●	●		●	
Boeing 772	●				●	
Boeing 773	●				●	
Boeing 787	●				●	
MD80				●		

¹Available on select routes in First Class and Business Class
²New airplanes only
³Available on airplanes without in-seat entertainment
⁴Business Class only

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Music

We also have up to 18 channels that span classical, jazz, pop, country, alternative rock, international pop and more.

Our station names include:

- * Symphony Hall
- * Jazz Mix
- * Chill
- * The Hit List
- * American Jukebox
- * Country Roads
- * Cinelink
- * Latin Showcase
- * Smooth
- * Pop Piano
- * Japanese Horizons
- * Rhythm of Brazil
- * The Vault
- * Broadway Live

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If you're flying in the Main Cabin, enjoy improved sound quality on our new earbuds available for inflight purchase. The new earbuds are complimentary in the Main Cabin on select international flights.

- * *Spiegel*
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- * *Totally 80's*
- * *International VMA*
- * *Metro*
- * *London Calling*

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Up to 45,000
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Information

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FAQ

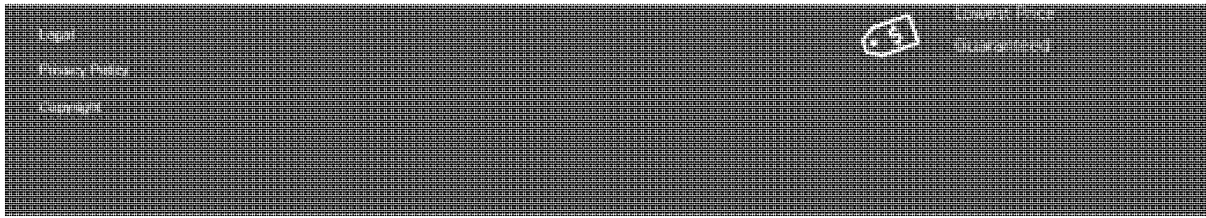
AA Vacations



Pay More Miles



Last Minute Packages



Generated on: This page was generated by TSDR on 2024-03-21 12:48:33 EDT

Mark: AMERICAN AIRLINES

AMERICAN AIRLINES

US Serial Number: 86898575

Application Filing Date: Feb. 05, 2016

US Registration Number: 5279167

Registration Date: Sep. 05, 2017

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Mar. 19, 2024

Publication Date: Jun. 20, 2017

Mark Information

Mark Literal Elements: AMERICAN AIRLINES

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Acquired Distinctiveness Claim: In whole

Related Properties Information

Claimed Ownership of US Registrations: 514294, 1845693, 2381172

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For: Computer application software for mobile devices and handheld computers, namely, software for providing information in the fields of travel, transportation and loyalty award programs; Computer application software for mobile devices, namely, software for tracking and redeeming loyalty program awards; Computer application software for mobile devices and handheld computers, namely, software for ticketing passengers, checking reservations, and checking flight status

International Class(es): 009 - Primary Class

U.S Class(es): 021, 023, 026, 036, 038

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 2010

Use in Commerce: Jul. 2010

For: Providing Internet access**International Class(es):** 038 - Primary Class**U.S Class(es):** 100, 101, 104**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Mar. 2009**Use in Commerce:** Mar. 2009

Basis Information (Case Level)

Filed Use: Yes**Currently Use:** Yes**Filed ITU:** No**Currently ITU:** No**Filed 44D:** No**Currently 44D:** No**Filed 44E:** No**Currently 44E:** No**Filed 66A:** No**Currently 66A:** No**Filed No Basis:** No**Currently No Basis:** No

Current Owner(s) Information

Owner Name: American Airlines, Inc.**Owner Address:** 1 Skyview Drive
MD 8B503
Fort Worth, TEXAS UNITED STATES 76155**Legal Entity Type:** CORPORATION**State or Country Where Organized:** DELAWARE

Attorney/Correspondence Information

Attorney of Record**Attorney Name:** Eric J. Maers**Docket Number:** 177306.14630**Attorney Primary Email Address:** chiipmail@gtlaw.com**Attorney Email Authorized:** Yes**Correspondent****Correspondent Name/Address:** Eric J. Maers
Greenberg Traurig, LLP
77 W. Wacker Drive
Suite 3100
Chicago, ILLINOIS UNITED STATES 60601**Phone:** 312.456.8400**Fax:** 312.456.8435**Correspondent e-mail:** chiipmail@gtlaw.com matthewsk@gtlaw.com eric.maers@gtlaw.com**Correspondent e-mail Authorized:** Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Mar. 19, 2024	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Mar. 19, 2024	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Mar. 06, 2024	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Sep. 14, 2023	TEAS SECTION 8 & 15 RECEIVED	
Sep. 14, 2023	NOTICE OF SUIT	
Sep. 05, 2022	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Aug. 08, 2022	NOTICE OF SUIT	
Jul. 28, 2022	NOTICE OF SUIT	
Aug. 20, 2021	NOTICE OF SUIT	
Mar. 19, 2020	NOTICE OF SUIT	
Oct. 01, 2018	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 01, 2018	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	

Jan. 08, 2018 REVIEW OF CORRESPONDENCE COMPLETE - INFORMATION MADE OF RECORD
 Dec. 29, 2017 TEAS WITHDRAWAL OF ATTORNEY RECEIVED-FIRM RETAINS
 Sep. 05, 2017 REGISTERED-PRINCIPAL REGISTER
 Jun. 20, 2017 OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED
 Jun. 20, 2017 PUBLISHED FOR OPPOSITION
 May 31, 2017 NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED
 May 09, 2017 APPROVED FOR PUB - PRINCIPAL REGISTER
 Apr. 29, 2017 TEAS/EMAIL CORRESPONDENCE ENTERED
 Apr. 28, 2017 CORRESPONDENCE RECEIVED IN LAW OFFICE
 Apr. 28, 2017 TEAS RESPONSE TO OFFICE ACTION RECEIVED
 Oct. 28, 2016 NOTIFICATION OF NON-FINAL ACTION E-MAILED
 Oct. 28, 2016 NON-FINAL ACTION E-MAILED
 Oct. 28, 2016 NON-FINAL ACTION WRITTEN
 Oct. 08, 2016 TEAS/EMAIL CORRESPONDENCE ENTERED
 Oct. 07, 2016 CORRESPONDENCE RECEIVED IN LAW OFFICE
 Oct. 07, 2016 TEAS RESPONSE TO OFFICE ACTION RECEIVED
 Apr. 08, 2016 NOTIFICATION OF NON-FINAL ACTION E-MAILED
 Apr. 08, 2016 NON-FINAL ACTION E-MAILED
 Apr. 08, 2016 NON-FINAL ACTION WRITTEN
 Apr. 01, 2016 ASSIGNED TO EXAMINER
 Feb. 10, 2016 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
 Feb. 09, 2016 NEW APPLICATION ENTERED

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: FILE DESTROYED

Date in Location: Mar. 19, 2024

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: American Airlines, Inc.

Assignment 1 of 1

Conveyance: SECURITY INTEREST

Reel/Frame: 7061/0605

Pages: 47

Date Recorded: Sep. 25, 2020

Supporting Documents: [assignment-tm-7061-0605.pdf](#)

Assignor

Name: AMERICAN AIRLINES, INC.

Execution Date: Sep. 25, 2020

Legal Entity Type: CORPORATION

State or Country DELAWARE
Where Organized:

Assignee

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

Legal Entity Type: NATIONAL BANKING ASSOCIATION

State or Country ALABAMA
Where Organized:

Address: 50 SOUTH SIXTH STREET, SUITE 1290
MINNEAPOLIS, MINNESOTA 55402

Correspondent

Correspondent Name: MILBANK LLP

Correspondent Address: 55 HUDSON YARDS
ATTN: NATHANIEL T. BROWAND
NEW YORK, NY 10001-2163

Domestic Representative - Not Found

From: TMOOfficialNotices@USPTO.GOV
Sent: Tuesday, March 19, 2024 11:16 PM
To: XXXX
Cc: XXXX; XXXX; XXXX
Subject: Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 5279167: AMERICAN AIRLINES: Docket/Reference No. 177306.14630

U.S. Serial Number: 86898575
U.S. Registration Number: 5279167
U.S. Registration Date: Sep 5, 2017
Mark: AMERICAN AIRLINES
Owner: American Airlines, Inc.

Mar 19, 2024

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15 declaration is acknowledged.**

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):
009, 038

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

Requirements in the First Ten Years

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

Requirements in Successive Ten-Year Periods

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To check the status of this registration, go to https://tsdr.uspto.gov/#caseNumber=86898575&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to https://tsdr.uspto.gov/#caseNumber=86898575&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.

PTO-1585
Approved for use through 01/31/2025. OMB 0651-0025
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it carries a valid OMB control number.

Combined Declaration of Use and Incontestability under Sections 8 & 15
To the Commissioner for Trademarks:

REGISTRATION NUMBER: 5279167
REGISTRATION DATE: 09/05/2017

MARK: AMERICAN AIRLINES

Current: The owner, American Airlines, Inc., a corporation of Delaware, having an address of
4333 Amon Carter Boulevard
Fort Worth, Texas 76155
United States

Proposed: The owner, American Airlines, Inc., a corporation of Delaware, having an address of
MD 8B503
1 Skyview Drive
Fort Worth, Texas 76155
United States
XXXX

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 038, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Providing Internet access; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from mobile app showing use of the mark in connection with the listed services.

[Specimen File1](#)
[Specimen File2](#)
[Specimen File3](#)
[Specimen File4](#)
[Specimen File5](#)
[Specimen File6](#)
[Specimen File7](#)
[Specimen File8](#)
[Specimen File9](#)

Webpage URL: https://aainflight.com/#/Home_Page

Webpage Date of Access: 07/28/2023

Webpage URL: https://www.aainflight.com/com/#/wifi_service_details

Webpage Date of Access: 07/28/2023

For International Class 009, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Computer application software for mobile devices and handheld computers, namely, software for providing information in the fields of travel, transportation and loyalty award programs; Computer application software for mobile devices, namely, software for tracking and redeeming loyalty program awards; Computer application software for mobile devices and handheld computers, namely, software for ticketing passengers, checking reservations, and checking flight status; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's

right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from website and mobile app showing use of the mark in connection with the listed services.

JPG file(s):

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

Original PDF file:

[SPN1-419086-2023072512005 5523813 . AMERICAN AIRLIN ES spec.pdf](#)

Converted PDF file(s) (3 pages)

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

Webpage URL: None Provided

Webpage Date of Access: None Provided

The owner's/holder's current attorney information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The owner's/holder's proposed attorney information: Eric J. Maiers. Other appointed attorneys are Mark R. Galis, Jeffrey P. Dunning, Herbert H. Finn, Richard D. Harris, Gary R. Jarosik, Keith R. Jarosik, James J. Lukas, Jr., Cameron M. Nelson, Howard E. Silverman, Barry R. Horwitz, Matthew J. Levinstein, Marc Trachtenberg, Benjamin P. Gilford, Jonathan Giroux, Jacqueline Brousseau, Callie Sand, Samuel Chase Means, Maja Sherman, Katie Cronin, Erik Bokar, Molly Carr, Jonathan Easter, Olivia Mathews. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The docket/reference number is 177306.14630.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

Eric J. Maiers submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

Correspondence Information (current)

Eric J. Maiers

PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED

Correspondence Information (proposed)

Eric J. Maiers

PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): matthewsk@gtlaw.com; eric.maiers@gtlaw.com; carrm@gtlaw.com

The docket/reference number is 177306.14630.

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$1050 will be submitted with the form, representing payment for 2 class(es), plus any additional grace period fee, if necessary.

Declaration

Original PDF file:

hw 419086-085348562 . Affidavit of Use - AMERICAN AIRLINES.pdf

Converted PDF file(s) (2 pages)

Signature File1

Signature File2

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

Signature method: Handwritten

Mailing Address (current):

Greenberg Traurig, LLP
77 W. Wacker Drive
Chicago, Illinois 60601

Mailing Address (proposed):

Greenberg Traurig, LLP
77 W. Wacker Drive
Chicago, Illinois 60601

Serial Number: 86898575

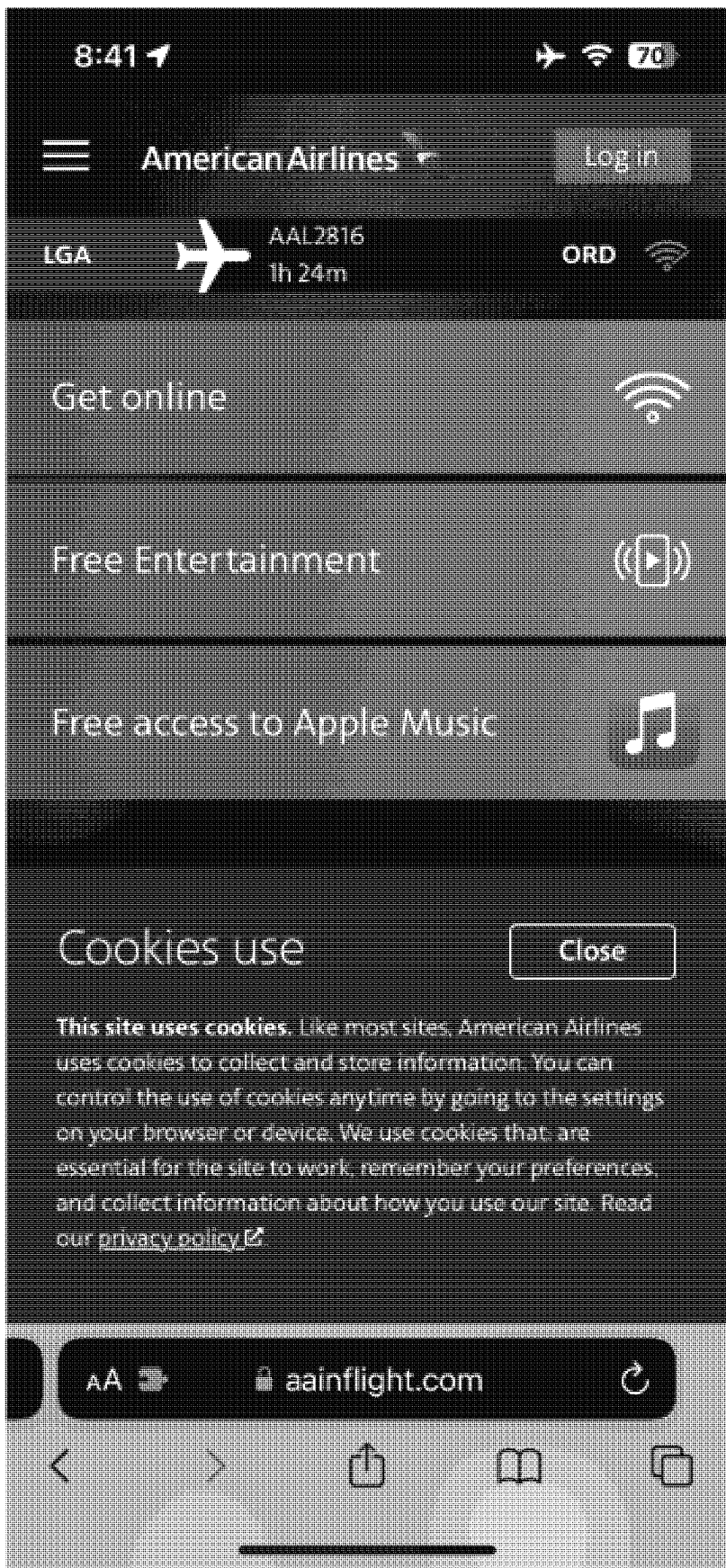
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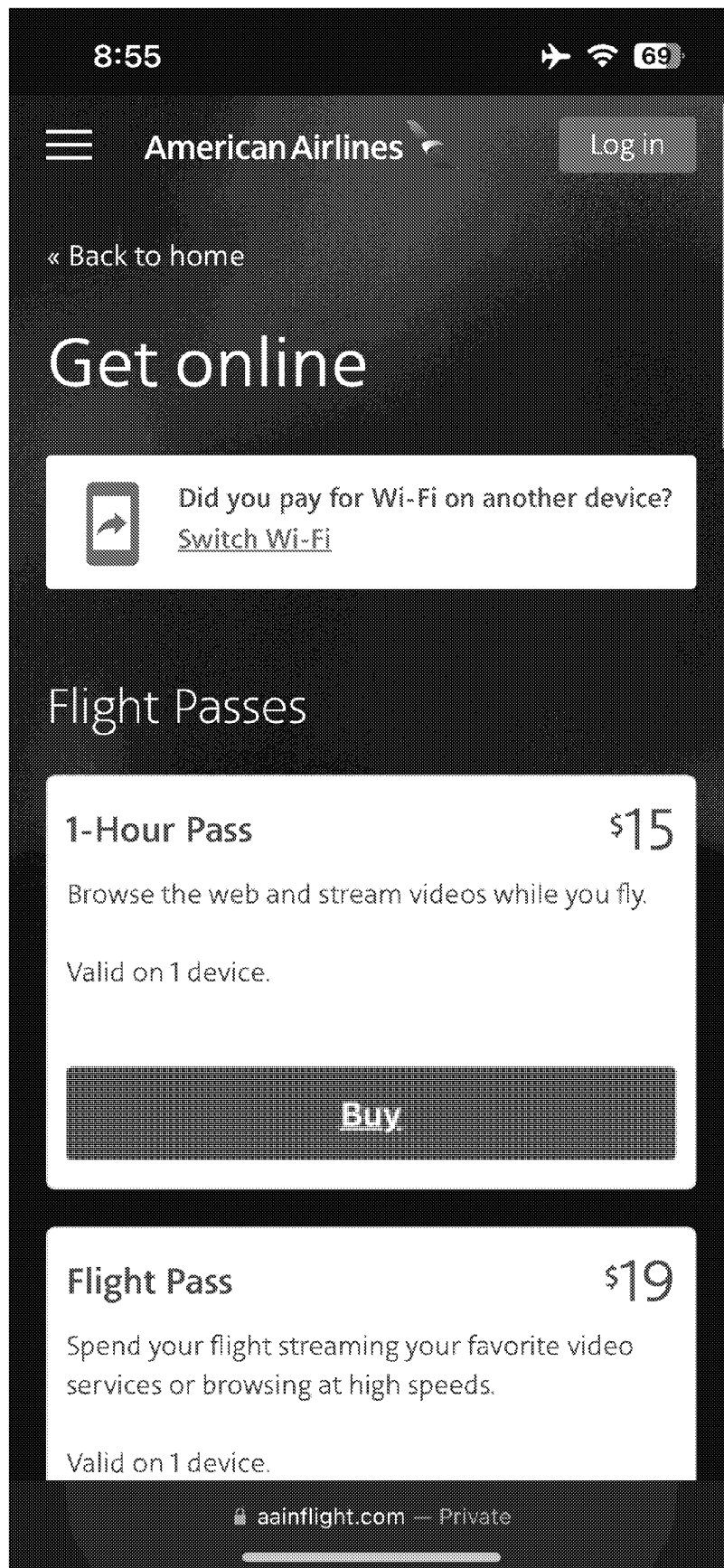
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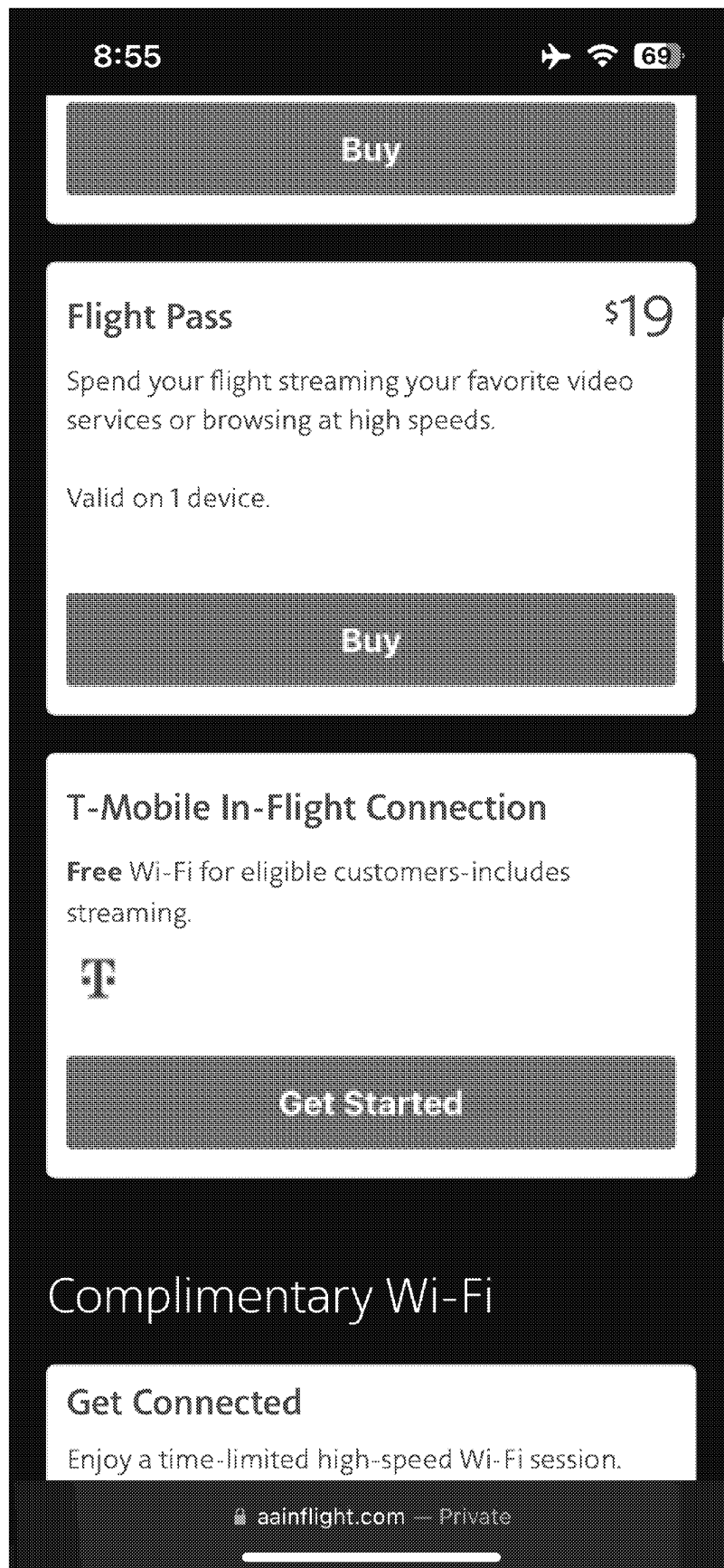
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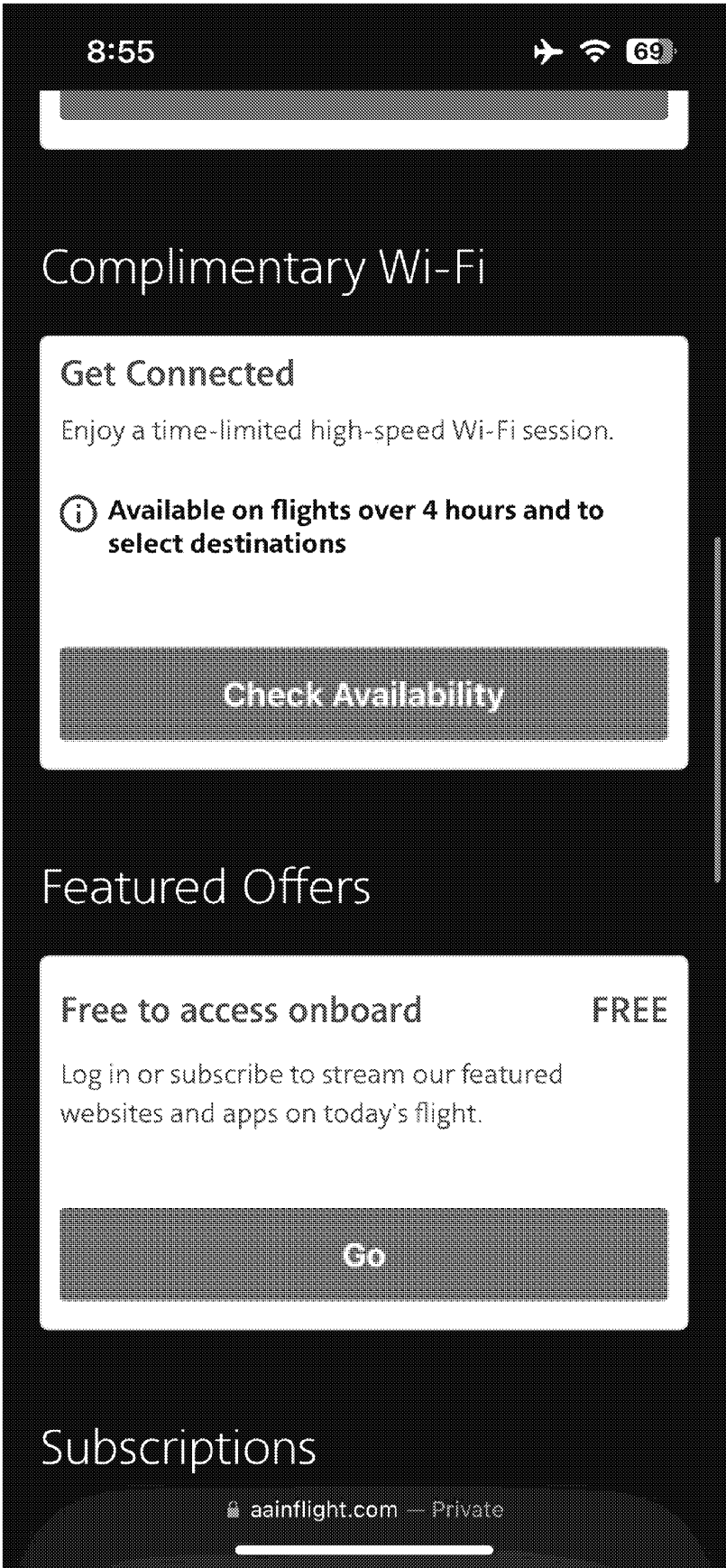
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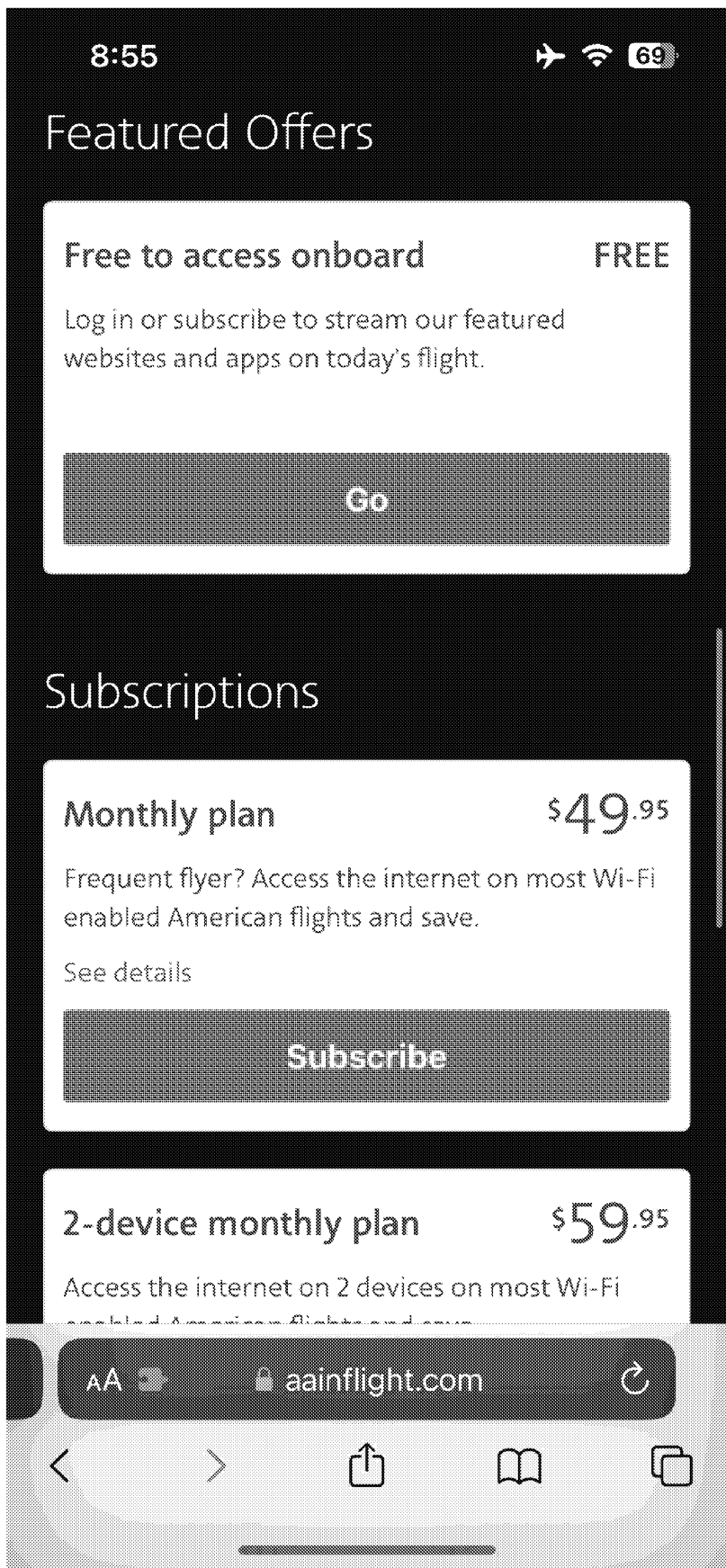
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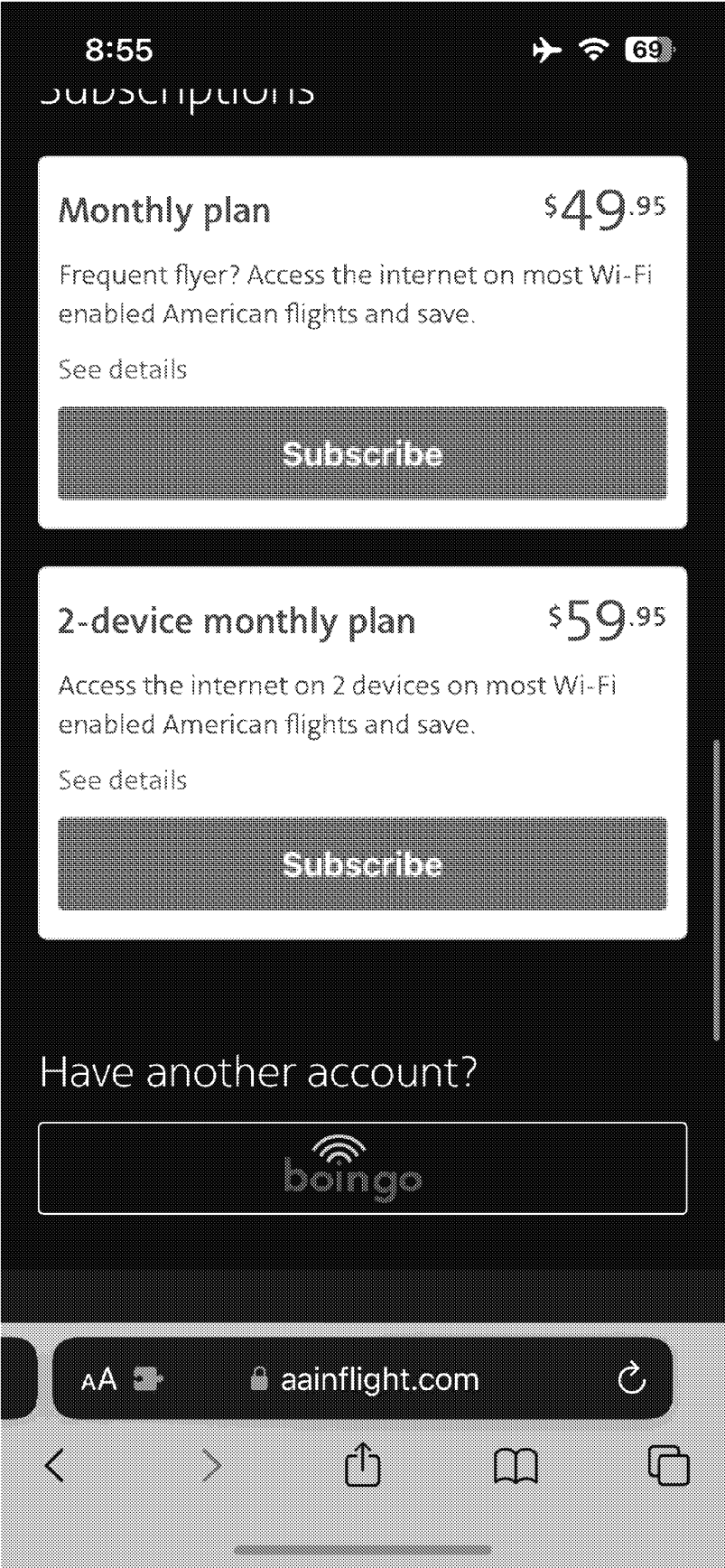


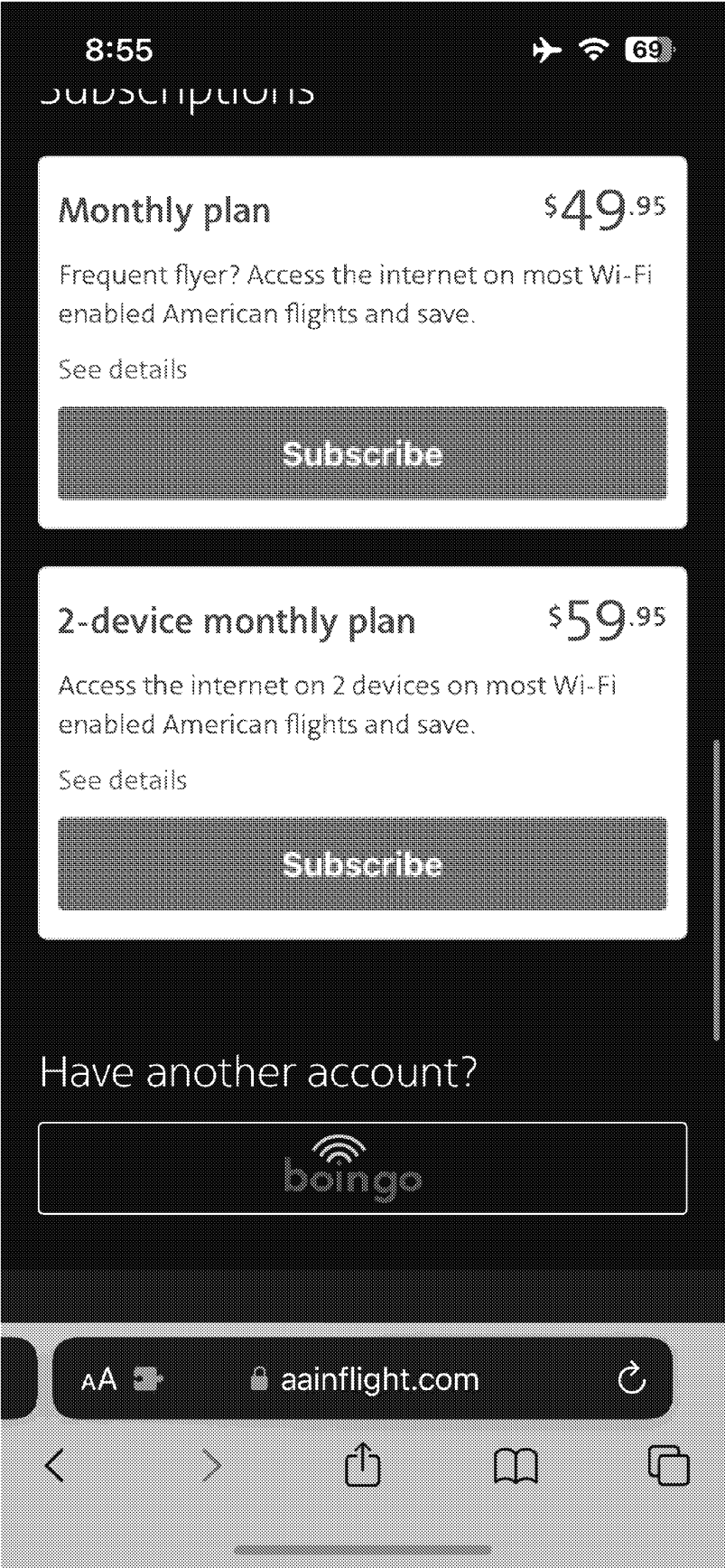


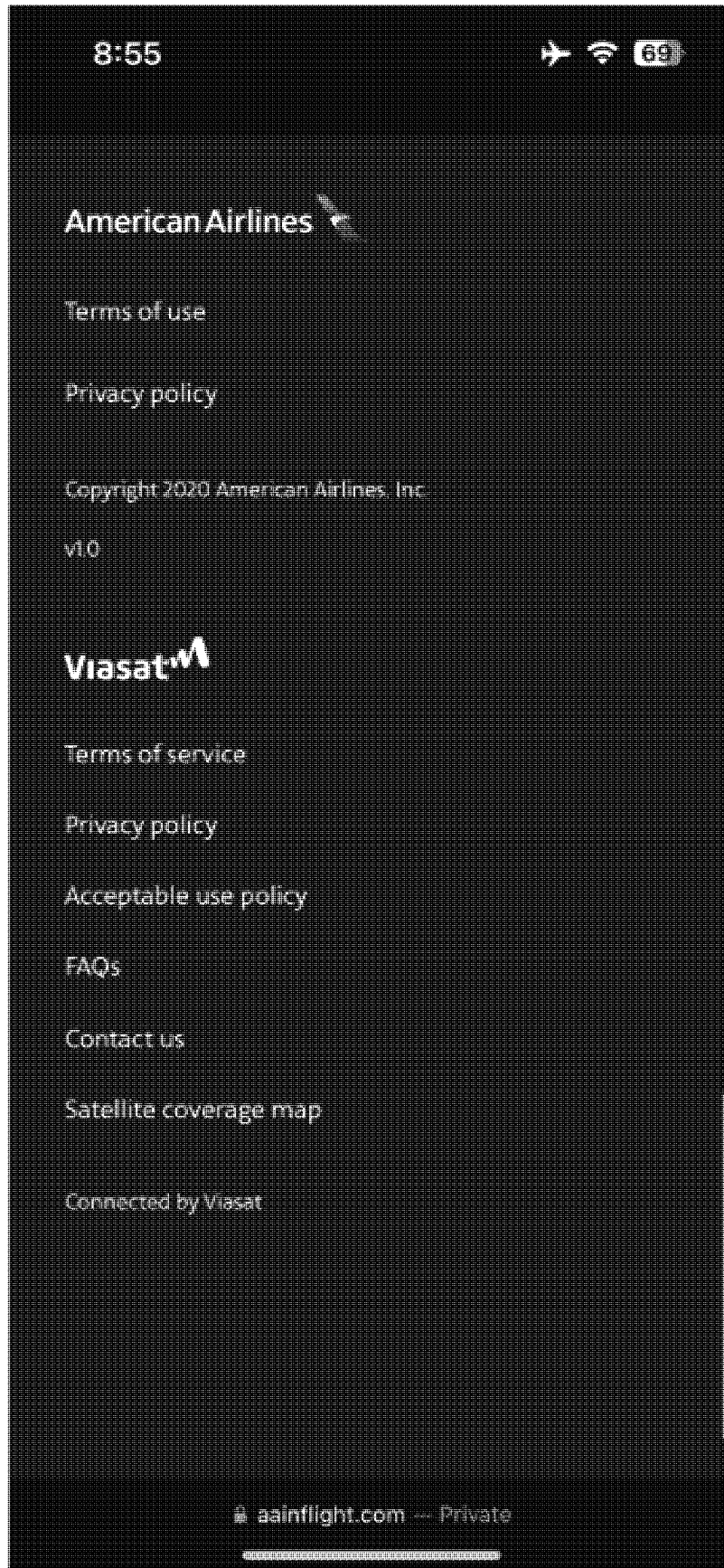


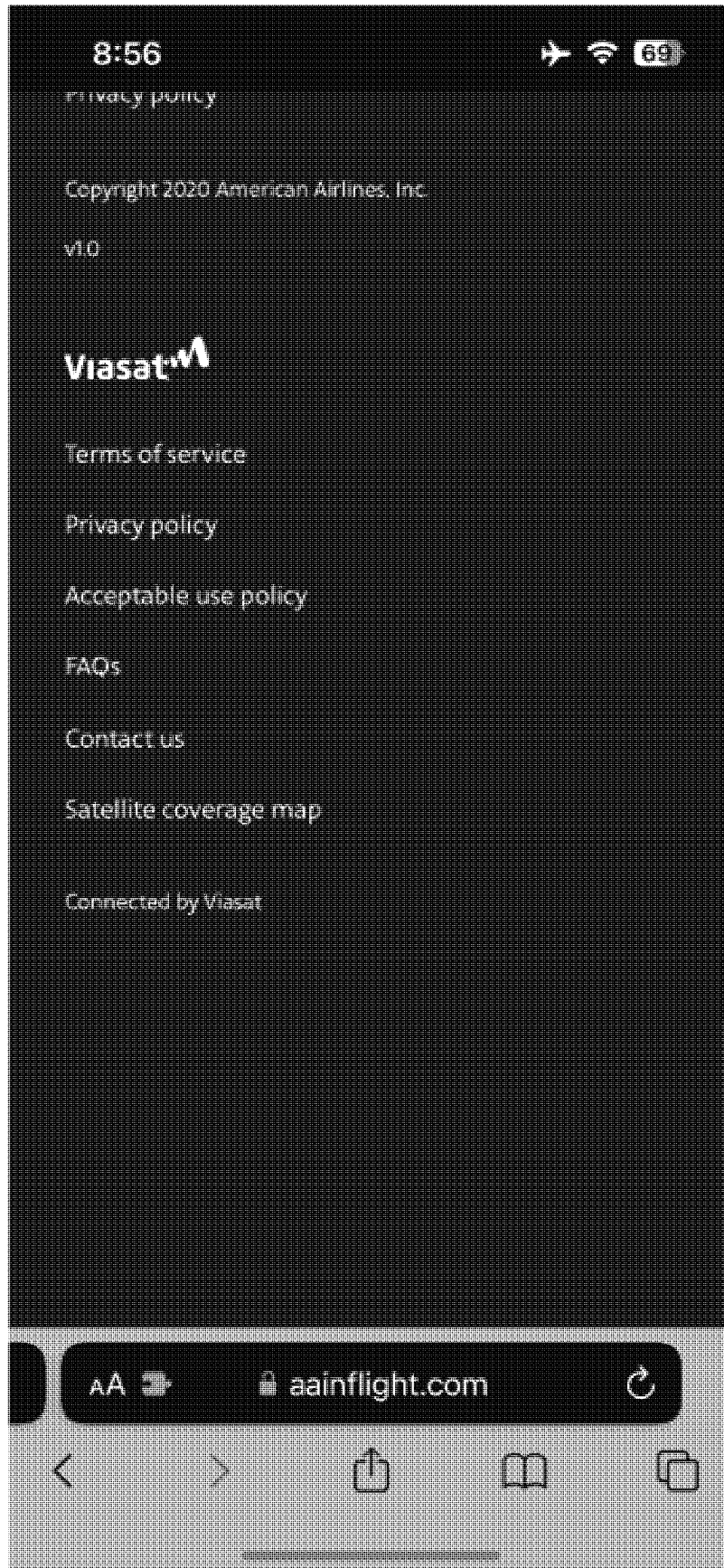






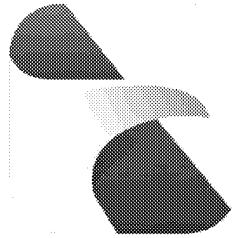






App Store Preview

This app is available only on the App Store for iPhone, iPad, and Apple Watch.



American Airlines

American Airlines

27 to 28

◆ ◆ ◆ ◆ ◆ 1.17 • 376,306 Reviews

Free

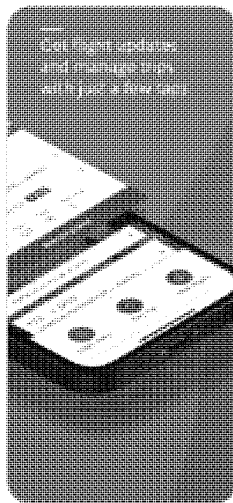
Screenshots

Prize

30

Aspirin

Message



With the American Airlines app, you're covered with the information you need exactly when you need it. Curious about traffic to the airport? Need a mobile boarding pass? Wondering where the closest Admirals Club® lounge is? All of this info and more is available at your fingertips.

- **Lock Screen widgets:** See your next trip's details right from the Lock Screen with our new dynamic, more

What's New

Version History

We're continuing to work behind the scenes to improve your app experience.

Version 2022.12

Ratings and Reviews

4.7

out of 5

274.3K Ratings



marley_may, 06/28/2023

Very helpful!

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.



KLAG30, 07/11/2023

Customer complaints

* To learn more about the program, visit www.rockwell.com



Swig03.3, 06/01/2023

DO NOT FLY WITH THESE PEOPLE.

5. *Explain the importance of the following factors in the development of a country's economy:*

Document title: American Airlines on the App Store

Capture URL: <https://apps.apple.com/us/app/american-airlines/id382698565>

Capture timestamp (UTC): Tue, 25 Jul 2023 15:56:43 GMT

Page 1 of 3

App Store Preview

The developer, American Airlines, indicated that the app's privacy practices may include handling of data as described below. For more information, see the developer's privacy policy.

Data Linked to You

The following data may be collected and linked to your identity:

Health & Fitness

Financial Info

User Content

Browsing History

Usage Data

Purchases

Contact Info

Search History

Identifiers

Diagnostics

Data Not Linked to You

The following data may be collected but it is not linked to your identity:

Location

Privacy practices may vary, for example, based on the features you use or your age. [Learn More](#)

Information

Seller

American Airlines, Inc.

Size

444 MB

Category

Travel

Compatibility

iPhone

Requires iOS 15.0 or later.

Languages

English

Age Rating

4+

iPad

Requires iPadOS 15.0 or later.

iPod touch

Requires iOS 15.0 or later.

Copyright

© Copyright 2023 American Airlines, Inc. All Rights Reserved

Price


Free

Developer Website

App Support

Privacy Policy

Supports



Wallet

Get all of your passes, tickets, cards, and more in one place.


More By This Developer

You Might Also Like

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JetBlue - Book & manage trips

Travel




Fly Delta

Travel




United Airlines

Travel




Spirit Airlines

Travel



Frontier Airlines

Travel



Southwest Airlines

Travel

See All

More ways to shop: [Visit an Apple Store](#) or [other retailer](#) near you. Or call 1-800-MY-APPLE.

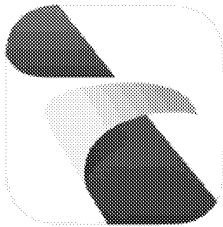
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Choose your country or region

Document title: American Airlines on the App Store
Capture URL: <https://apps.apple.com/us/app/american-airlines/id382698565>
Capture timestamp (UTC): Tue, 25 Jul 2023 15:56:43 GMT

Page 3 of 3

AA-SKP-00054602
App'x 0438



American Airlines

Travel

UPDATE



374K RATINGS

4.7

★★★★★

AGE

4+

Years Old

CHART

#5

Travel

DEVELOPER



American Airlir

What's New

Version History

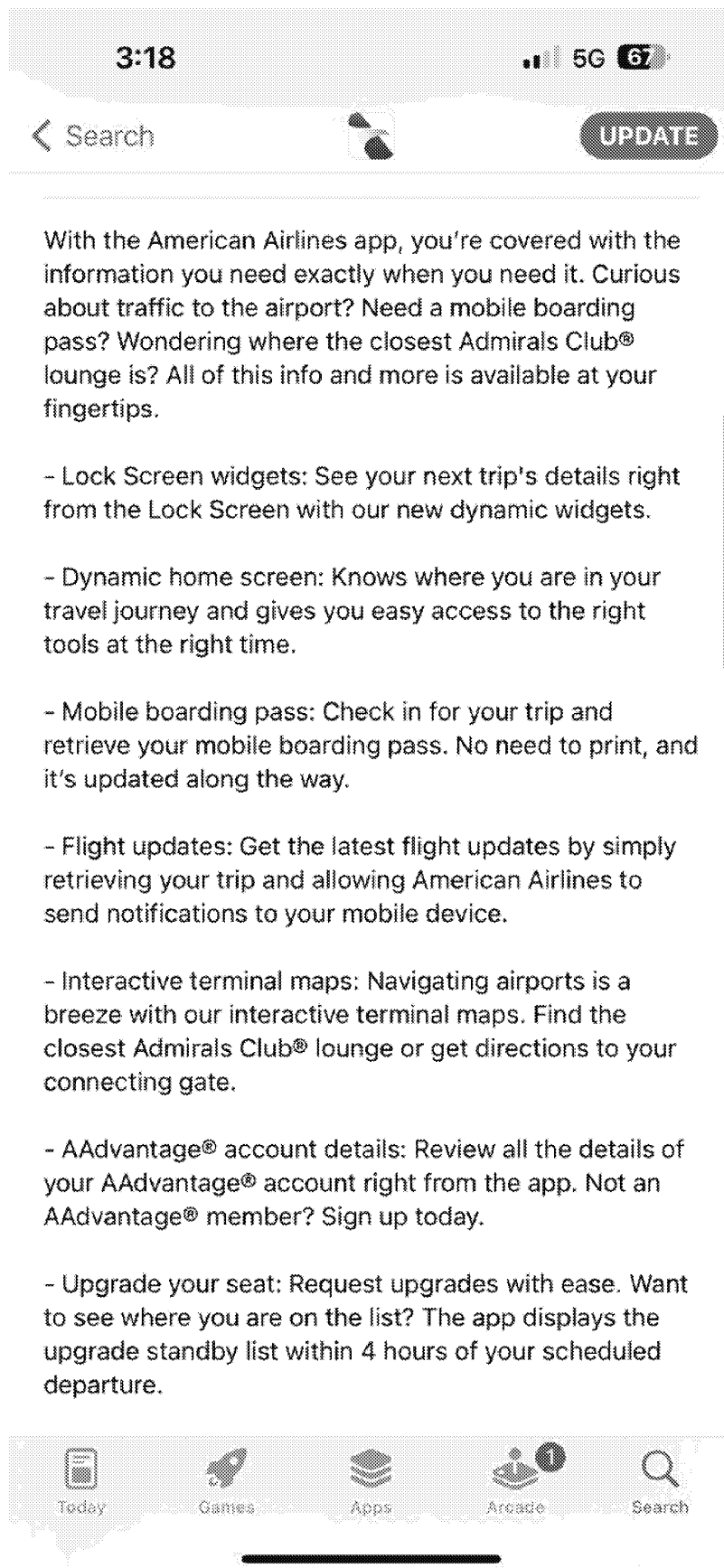
Version 2023.13

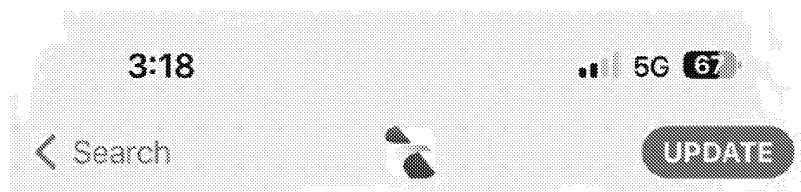
3h ago

We're continuing to work behind the scenes to improve your app experience.

Preview







- Seat selection: Choose or change your seat within the app. Just pick the one you'd like and change it on the spot.
- Track your bag: Know exactly where your bag is from the time it leaves your hands to when you extend the handle at your destination.
- Save your trip: Your recently viewed trips are automatically saved in the app so you can easily grab the details for your next flight in seconds.
- Quick interactions: The American app utilizes Haptic Touch and is Apple watch compatible, giving you quick access to the most important info.
- Wi-Fi access in the air: Don't forget, on flights with Wi-Fi you can use the American app and aa.com at no cost.

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The sky's the limit with the American Airlines sticker pack! Let friends and family know that you're traveling, headed to the Admirals Club® lounge to take it easy before taking off, snapping photos at 30,000 feet or that you've arrived.

Contact Us: 800-222-2377

American Airlines
Developer



PTO- 1583

Approved for use through 01/31/2025 OMB 0551-0255

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

You may sign this document but do not edit it. Make any necessary changes through TEAS, then generate a new signature page.

Combined Declaration of Use and Incontestability under Sections 8 & 15 Handwritten Signature or Digital Signature

Review the complete filing details before signing. Preparers printing this form for handwritten signature should also print the filing details for signatory review.

A fee payment in the amount of \$850 will be submitted with the application, representing payment for 2 class(es).

MARK: AMERICAN AIRLINES (Standard Characters, see)

AMERICAN AIRLINES

Correspondent: Eric J. Maiers.

Correspondence email address: chiipmail@gtlaw.com; matthewsk@gtlaw.com; eric.maiers@gtlaw.com; carm@gtlaw.com

Declaration

Read the following statements before signing. Acknowledge the statements by signing below.

- Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s).
- Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as currently used in commerce on or in connection with the goods/services/collective membership organization.
- The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under 15 U.S.C. § 1062(c), and is still in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration.

- There has been no final decision adverse to the owner's claim of ownership of such mark for such goods/services, or to indicate membership in the collective membership organization, or to the owner's right to register the same or to keep the same on the register.
- There is no proceeding involving said rights pending and not finally disposed of either in the United States Patent and Trademark Office or in a court.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature Section

Signature: _____

Date: _____

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

Document generated on September 11, 2023 at 12:29:28 PM ET

United States of America

United States Patent and Trademark Office

AMERICAN AIRLINES

Reg. No. 5,279,167

Registered Sep. 05, 2017

Int. Cl.: 9, 38

Service Mark

Trademark

Principal Register

American Airlines, Inc. (DELAWARE CORPORATION)
4333 Amon Carter Boulevard
Fort Worth, TX 76155

CLASS 9: Computer application software for mobile devices and handheld computers, namely, software for providing information in the fields of travel, transportation and loyalty award programs; Computer application software for mobile devices, namely, software for tracking and redeeming loyalty program awards; Computer application software for mobile devices and handheld computers, namely, software for ticketing passengers, checking reservations, and checking flight status

FIRST USE 7-00-2010; IN COMMERCE 7-00-2010

CLASS 38: Providing Internet access

FIRST USE 3-00-2009; IN COMMERCE 3-00-2009

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 0514294, 1845693, 2381172

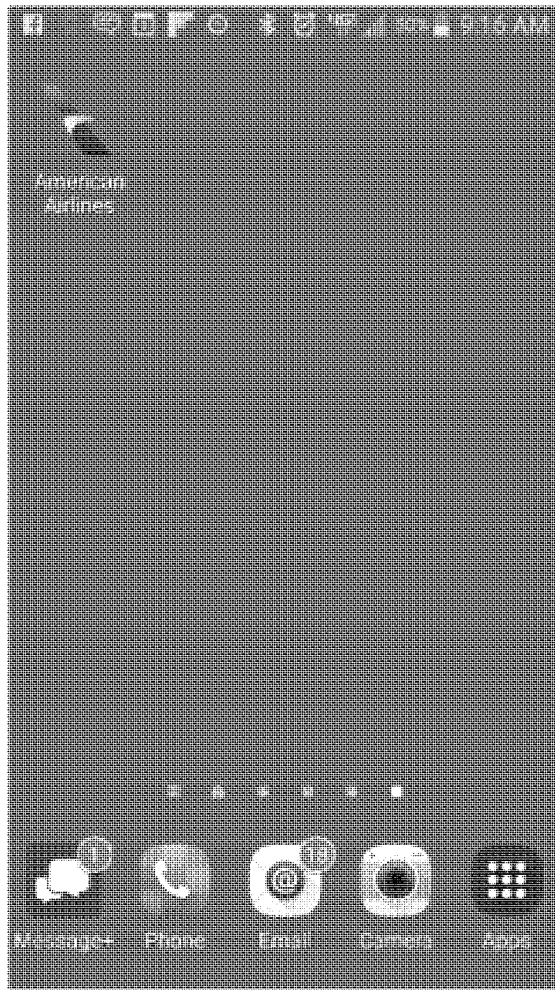
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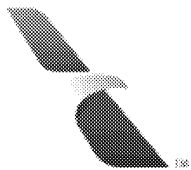
SER. NO. 86-898,575, FILED 02-05-2016
KAREN DINDAYAL, EXAMINING ATTORNEY



Joseph Matol

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office





American Airlines

American Airlines, Inc. ✓

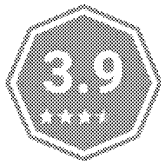
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Trademark/Service Mark Application, Principal Register

Serial Number: 86898575

Filing Date: 02/05/2016

To the Commissioner for Trademarks:

MARK: AMERICAN AIRLINES (Standard Characters, see [mark](#))

The literal element of the mark consists of AMERICAN AIRLINES.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, American Airlines, Inc., a corporation of Delaware, having an address of
4333 Amon Carter Boulevard
Fort Worth, Texas 76155
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 009: Computer application software for mobile devices and handheld computers, namely, software for providing information in the fields of travel, transportation and loyalty award programs; Computer application software for mobile devices, namely, software for tracking and redeeming loyalty program awards; Computer application software for mobile devices and handheld computers, namely, software for ticketing passengers, checking reservations, and checking flight status

In International Class 009, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 07/00/2010, and first used in commerce at least as early as 07/00/2010, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) screen capture of software in use.

Original PDF file:

[SPE0-3898152163-20160204094530218613 . 12901- AMERICAN AIRLINES specimen cl 9.pdf](#)

Converted PDF file(s) (1 page)

[Specimen File1](#)

International Class 038: Providing Internet access

In International Class 038, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 03/00/2009, and first used in commerce at least as early as 03/00/2009, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) advertisement for services.

Original PDF file:

[SPE0-3898152163-20160204094530218613 . 12901- AMERICAN AIRLINES specimen cl 38.pdf](#)

Converted PDF file(s) (4 pages)

[Specimen File1](#)

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[Specimen File4](#)

Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 0514294, 1845693, 2381172, and others.

The applicant's current Attorney Information:

Andrew J. Avsee and Jerome Gilson, Jeffery A. Handelman, David S. Fleming, Scott J. Slavick, Howard S. Michael, Jeffrey J. Catalano, Jennifer J. Theis, Joshua Frick, Genevieve E. Charlton, Michael Friedman, and Craig C. Bradley of BRINKS GILSON & LIONE P.O. Box

10395

Chicago, Illinois 60610

United States

(312) 321-4200(phone)

(312) 321-4299(fax)

officeactions@brinksgilson.com (authorized)

The attorney docket/reference number is 12901/New.

The applicant's current Correspondence Information:

Andrew J. Avsec

BRINKS GILSON & LIONE

P.O. Box 10395

Chicago, Illinois 60610

(312) 321-4200(phone)

(312) 321-4299(fax)

officeactions@brinksgilson.com (authorized)

E-mail Authorization: I authorize the USPTO to send e-mail correspondence concerning the application to the applicant or applicant's attorney at the e-mail address provided above. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in an additional processing fee of \$50 per international class of goods/services.

A fee payment in the amount of \$550 has been submitted with the application, representing payment for 2 class(es).

Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /DB280/ Date: 02/04/2016

Signatory's Name: Donald E. Broadfield

Signatory's Position: Senior IP/Internet/Data Attorney

RAM Sale Number: 86898575

RAM Accounting Date: 02/05/2016

Serial Number: 86898575

Internet Transmission Date: Fri Feb 05 10:08:56 EST 2016

TEAS Stamp: USPTO/BAS-XX.XX.XXX.XXX-2016020510085653

8453-86898575-550d0e22384d5c5f9edf9b8d91

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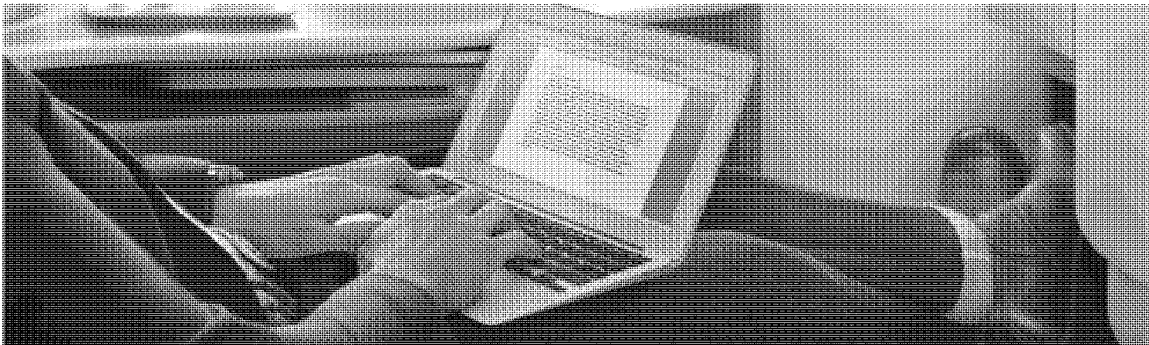
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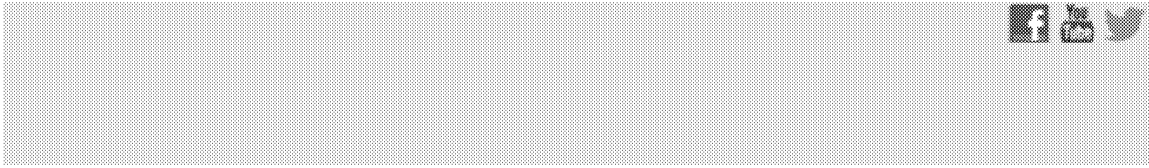
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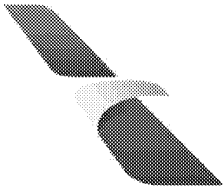
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Mark:



US Serial Number: 87601655

Application Filing Date: Sep. 08, 2017

US Registration Number: 5559145

Registration Date: Sep. 11, 2018

Filed as TEAS RF: Yes

Currently TEAS RF: Yes

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Sep. 11, 2018

Publication Date: Jun. 26, 2018

Mark Information

Mark Literal Elements: None

Standard Character Claim: No

Mark Drawing Type: 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S) /NUMBER(S)

Description of Mark: The mark consists of a stylized eagle in black and white separated by a white and gray eagle head.

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search Code(s): 03.15.01 - Eagles
03.15.19 - Birds in flight or with outspread wings
03.15.24 - Stylized birds
03.17.16 - Heads of birds

Related Properties Information

Claimed Ownership of US Registrations: 4449061

Goods and Services

Note:
The following symbols indicate that the registrant/owner has amended the goods/services:
• Brackets [...] indicate deleted goods/services;
• Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
• Asterisks *...* identify additional (new) wording in the goods/services.

For: Clothing, namely, shirts, jackets, fleece tops, t-shirts, sweatshirts, pants, shorts, skirts, sweat pants, pajamas, socks, and coats; headwear

International Class(es): 025 - Primary Class

U.S Class(es): 022, 039

Class Status: ACTIVE

Basis: 1(a)**First Use:** Mar. 2013**Use in Commerce:** Mar. 2013**For:** Toys, namely, model airplanes; scale model vehicles; plush toys; toy building blocks for model airplane sets; dolls, and dolls' clothes; playing cards**International Class(es):** 028 - Primary Class**U.S Class(es):** 022, 023, 038, 050**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Mar. 2013**Use in Commerce:** Mar. 2013**For:** Promoting goods and services of others by means of loyalty program, discount program, promotional program and an incentive awards program whereby points are earned or awarded for purchases made by members which can then be redeemed for merchandise, services and travel; promoting goods and services of others by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, gift cards, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise; provision, organization, operation, and administration of a loyalty program, a discount program, a promotional program and an incentive awards program for customers whereby points are earned for purchases made via credit cards which can be redeemed for merchandise, services and travel; provision, organization, operation, and administration of loyalty, discount, promotional, and incentive programs, namely, managing and tracking the transfer and redemption of points that are earned or awarded for purchases made by members; provision of clerical and secretarial services; providing facilities, office machines and equipment for conducting business, business meetings, and conferences; providing professional support staff to assist in the conducting of office business, meetings and conferences; promotion of travel insurance services of others**International Class(es):** 035 - Primary Class**U.S Class(es):** 100, 101, 102**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Jan. 21, 2013**Use in Commerce:** Jan. 21, 2013**For:** Banking; real estate affairs, namely, real estate lending services; aircraft financing; credit union services; financial services for credit union members, namely, financial transactions in the nature of bank transactions, credit card transactions, debit transactions and credit transactions, consumer and mortgage lending, securities brokerage, mortgage and loan insurance services, and brokerage services, namely, real estate brokerage and real estate lending services; issuance of credit cards through a licensee**International Class(es):** 036 - Primary Class**U.S Class(es):** 100, 101, 102**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Jan. 21, 2013**Use in Commerce:** Jan. 21, 2013**For:** Providing internet access**International Class(es):** 038 - Primary Class**U.S Class(es):** 100, 101, 104**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Mar. 2013**Use in Commerce:** Mar. 2013**For:** Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services in the nature of coordinating travel arrangements for individuals and groups; providing information in the field of travel; ground support services in the field of air transportation, namely, marking, sorting, loading, unloading, transfer, and transit of cargo and passengers' luggage; providing information concerning cargo and passengers' luggage in transit and delivery; air travel passenger ticketing and check-in services; airport ramp services; transporting aircraft at airport; providing aircraft parking and storage; aircraft towing; transportation services, namely, checking of baggage; airport services featuring transit lounge facilities for passengers; booking and providing ancillary travel services, namely, making reservations in the nature of seat selection, baggage check-in; airport ramp services, namely, transfer of checked baggage to aircraft; airport ramp services, namely, transfer of carry-on baggage to aircraft; airline services, namely, providing priority boarding for customers, and access to airport lounge facilities; air passenger wheel-chair services at airport; leasing of aircraft; leasing of components of aircraft; leasing of aircraft engines; transporting of aircraft engines for others; airport services featuring transit lounge facilities for passengers**International Class(es):** 039 - Primary Class**U.S Class(es):** 100, 105**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Jan. 21, 2013**Use in Commerce:** Jan. 21, 2013**For:** Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight and airport lounge entertainment services, namely, providing movies, audio and audio programs, music,

documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, audio books, tablets, video and online games, and children's programming; travel services, namely, providing headphones on aircraft for use for entertainment purposes

International Class(es): 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 21, 2013

Use in Commerce: Jan. 21, 2013

For: Providing conference rooms; Food and drink catering; Café services; Restaurant services; Bar services; providing conference room facilities; providing lounge facilities for providing food and drink; Providing hotel reservation and coordination services for others; hotel services; restaurant services, namely, providing of food and drink in airports and on aircraft

International Class(es): 043 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 21, 2013

Use in Commerce: Jan. 21, 2013

For: Facilitating expedited passenger screening, namely, providing priority access to airline passenger and baggage security screening

International Class(es): 045 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 21, 2013

Use in Commerce: Jan. 21, 2013

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44D: No

Filed 44E: No

Currently 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: American Airlines, Inc.

Owner Address: 4333 Amon Carter Boulevard
Fort Worth, TEXAS UNITED STATES 76155

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Eric J. Maiers

Attorney Primary Email Address: chiipmail@gtlaw.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Eric J. Maiers
Greenberg Traurig, LLP
77 W. Wacker Drive
Suite 3100
Chicago, ILLINOIS UNITED STATES 60601

Phone: 312.456.8400

Fax: 312.456.8435

Correspondent e-mail: chiipmail@gtlaw.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Sep. 11, 2023	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Aug. 08, 2022	NOTICE OF SUIT	
Jul. 28, 2022	NOTICE OF SUIT	
Aug. 20, 2021	NOTICE OF SUIT	
Mar. 19, 2020	NOTICE OF SUIT	
Oct. 01, 2018	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 01, 2018	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Sep. 11, 2018	REGISTERED-PRINCIPAL REGISTER	
Jun. 26, 2018	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 26, 2018	PUBLISHED FOR OPPOSITION	
Jun. 06, 2018	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
May 23, 2018	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 22, 2018	TEAS/EMAIL CORRESPONDENCE ENTERED	
May 21, 2018	CORRESPONDENCE RECEIVED IN LAW OFFICE	
May 21, 2018	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Dec. 13, 2017	NOTIFICATION OF NON-FINAL ACTION E-MAILED	
Dec. 13, 2017	NON-FINAL ACTION E-MAILED	
Dec. 13, 2017	NON-FINAL ACTION WRITTEN	
Dec. 13, 2017	ASSIGNED TO EXAMINER	
Sep. 15, 2017	NOTICE OF DESIGN SEARCH CODE E-MAILED	
Sep. 14, 2017	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED	
Sep. 12, 2017	NEW APPLICATION ENTERED	

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Sep. 11, 2018

Assignment Abstract Of Title Information

Summary

Total Assignments: 1

Registrant: American Airlines, Inc.

Assignment 1 of 1

Conveyance: SECURITY INTEREST

Reel/Frame: 7061/0605

Pages: 47

Date Recorded: Sep. 25, 2020

Supporting Documents: [assignment-tm-7061-0605.pdf](#)

Assignor

Name: AMERICAN AIRLINES, INC.

Execution Date: Sep. 25, 2020

Legal Entity Type: CORPORATION

State or Country: DELAWARE
Where Organized:

Assignee

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

Legal Entity Type: NATIONAL BANKING ASSOCIATION

State or Country: ALABAMA
Where Organized:

Address: 50 SOUTH SIXTH STREET, SUITE 1290
MINNEAPOLIS, MINNESOTA 55402

Correspondent

Correspondent Name: MILBANK LLP

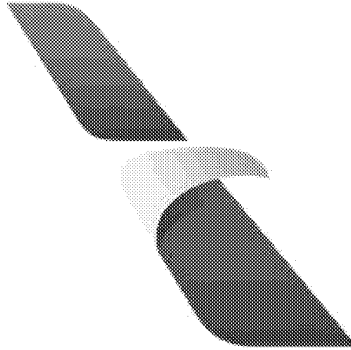
Correspondent: 55 HUDSON YARDS

Address: ATTN: NATHANIEL T. BROWAND
NEW YORK, NY 10001-2163

Domestic Representative - Not Found

United States of America

United States Patent and Trademark Office



Reg. No. 5,559,145

Registered Sep. 11, 2018

**Int. Cl.: 25, 28, 35, 36, 38,
39, 41, 43, 45**

Service Mark

Trademark

Principal Register

American Airlines, Inc. (DELAWARE CORPORATION)
4333 Amon Carter Boulevard
Fort Worth, TEXAS 76155

CLASS 25: Clothing, namely, shirts, jackets, fleece tops, t-shirts, sweatshirts, pants, shorts, skirts, sweat pants, pajamas, socks, and coats; headwear

FIRST USE 3-00-2013; IN COMMERCE 3-00-2013

CLASS 28: Toys, namely, model airplanes; scale model vehicles; plush toys; toy building blocks for model airplane sets; dolls, and dolls' clothes; playing cards

FIRST USE 3-00-2013; IN COMMERCE 3-00-2013

CLASS 35: Promoting goods and services of others by means of loyalty program, discount program, promotional program and an incentive awards program whereby points are earned or awarded for purchases made by members which can then be redeemed for merchandise, services and travel; promoting goods and services of others by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, gift cards, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise; provision, organization, operation, and administration of a loyalty program, a discount program, a promotional program and an incentive awards program for customers whereby points are earned for purchases made via credit cards which can be redeemed for merchandise, services and travel; provision, organization, operation, and administration of loyalty, discount, promotional, and incentive programs, namely, managing and tracking the transfer and redemption of points that are earned or awarded for purchases made by members; provision of clerical and secretarial services; providing facilities, office machines and equipment for conducting business, business meetings, and conferences; providing professional support staff to assist in the conducting of office business, meetings and conferences; promotion of travel insurance services of others

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 36: Banking; real estate affairs, namely, real estate lending services; aircraft financing; credit union services; financial services for credit union members, namely, financial transactions in the nature of bank transactions, credit card transactions, debit transactions and credit transactions, consumer and mortgage lending, securities brokerage,



Andrew K. ...

Director of the United States
Patent and Trademark Office

mortgage and loan insurance services, and brokerage services, namely, real estate brokerage and real estate lending services; issuance of credit cards through a licensee

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 38: Providing internet access

FIRST USE 3-00-2013; IN COMMERCE 3-00-2013

CLASS 39: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services in the nature of coordinating travel arrangements for individuals and groups; providing information in the field of travel; ground support services in the field of air transportation, namely, marking, sorting, loading, unloading, transfer, and transit of cargo and passengers' luggage; providing information concerning cargo and passengers' luggage in transit and delivery; air travel passenger ticketing and check-in services; airport ramp services; transporting aircraft at airport; providing aircraft parking and storage; aircraft towing; transportation services, namely, checking of baggage; airport services featuring transit lounge facilities for passengers; booking and providing ancillary travel services, namely, making reservations in the nature of seat selection, baggage check-in; airport ramp services, namely, transfer of checked baggage to aircraft; airport ramp services, namely, transfer of carry-on baggage to aircraft; airline services, namely, providing priority boarding for customers, and access to airport lounge facilities; air passenger wheel-chair services at airport; leasing of aircraft; leasing of components of aircraft; leasing of aircraft engines; transporting of aircraft engines for others; airport services featuring transit lounge facilities for passengers

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 41: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight and airport lounge entertainment services, namely, providing movies, audio and audio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, audio books, tablets, video and online games, and children's programming; travel services, namely, providing headphones on aircraft for use for entertainment purposes

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 43: Providing conference rooms; Food and drink catering; Café services; Restaurant services; Bar services; providing conference room facilities; providing lounge facilities for providing food and drink; Providing hotel reservation and coordination services for others; hotel services; restaurant services, namely, providing of food and drink in airports and on aircraft

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 45: Facilitating expedited passenger screening, namely, providing priority access to airline passenger and baggage security screening

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

The mark consists of a stylized eagle in black and white separated by a white and gray eagle head.

OWNER OF U.S. REG. NO. 4449061

SER. NO. 87-601,655, FILED 09-08-2017

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PTO Form 1473 (Rev 09/2006)
OMB No. 1651-0047 (Exp 02/28/2018)

Trademark/Service Mark Application, Principal Register

Serial Number: 87601655

Filing Date: 09/08/2017

To the Commissioner for Trademarks:

MARK: (Stylized and/or Design, see [mark](#))

The applicant is not claiming color as a feature of the mark. The mark consists of a stylized eagle in black and white separated by a white and gray eagle head.

The applicant, American Airlines, Inc., a corporation of Delaware, having an address of
4333 Amon Carter Boulevard
Fort Worth, Texas 76155
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 025: Clothing, namely, shirts, jackets, fleece tops, t-shirts, sweatshirts, pants, shorts, skirts, sweat pants, pajamas, socks, and coats; headwear

In International Class 025, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) display of mark in connection with sales of goods.

Original PDF file:

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International Class 028: Toys, namely model airplanes; scale model vehicles; plush toys; toy building blocks for model airplane sets; dolls, and dolls' clothes; playing cards

In International Class 028, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) display of mark in connection with sales of goods.

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International Class 035: Promoting goods and services by means of loyalty program, discount program, promotional program and an incentive awards program whereby points are earned or awarded for purchases made by members which can then be redeemed for merchandise, services and travel; promoting goods and services by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, gift cards, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise; a loyalty program, a

discount program, a promotional program and an incentive awards program whereby points are earned for purchases made via credit cards which can be redeemed for merchandise, services and travel; managing and tracking the transfer and redemption of points that are earned or awarded for purchases made by members; provision of clerical and secretarial services; providing facilities, office machines and equipment for conducting business, meetings, and conferences; providing professional support staff to assist in the conducting of office business, meetings and conferences; promotion of travel insurance services of others

In International Class 035, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with the services.

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International Class 036: Banking; real estate affairs; aircraft financing; credit union services; financial services for credit union members, namely financial transactions in the nature of bank transactions, credit card transactions, debit transactions and credit transactions, consumer and mortgage lending, securities brokerage, mortgage and loan insurance services, and brokerage services, namely, real estate brokerage and real estate lending services; issuance of credit cards through a licensee

In International Class 036, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with services.

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International Class 038: Providing internet access

In International Class 038, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with the services.

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International Class 039: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services; providing information in the field of travel; ground support services in the field of air transportation, namely, marking, sorting, loading, unloading, transfer, and transit of cargo and passengers' luggage; providing information concerning cargo and passengers' luggage in transit and delivery; air travel passenger ticketing and check-in services; airport ramp services; transporting aircraft at airport; providing aircraft parking and storage; aircraft towing; transportation services, namely, checking of baggage; airport services featuring transit lounge facilities for passengers; booking and providing ancillary travel services, namely, seat selection, checked baggage, carry-on baggage, priority security screening, priority boarding, food and beverage, in-flight headphones, upgrades, in-flight entertainment, airport lounge access; air passenger wheel-chair services at airport; leasing of aircraft; leasing of components of aircraft; leasing of aircraft engines; transporting of aircraft engines for others

In International Class 039, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed

goods/services, consisting of a(n) website demonstrating use of the mark in connection with the services.

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Specimen File2

International Class 041: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight and airport lounge entertainment services, namely, providing movies, audio and audio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, audio books, tablets, video and online games, and children's programming

In International Class 041, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with services.

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International Class 043: Providing conference rooms; Food and drink catering; Café services; Restaurant services; Bar services; providing conference room facilities; providing lounge facilities; Providing hotel reservation and coordination services for others; hotel services

In International Class 043, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with the services.

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Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 4449061.

The applicant's current Attorney Information:

Andrew J. Avsec and Jerome Gilson, Jeffery A. Handelman, David S. Fleming, Howard S. Michael, Jeffrey J. Catalano, Jennifer J. Theis, Joshua Frick, Susan H. Frohling, Virginia Wolk Marino, Evi Katsantonis and Emily T. Kappers of BRINKS GILSON & LIONE P.O. Box 10395

Chicago, Illinois 60610

United States

312-321-4200 x3260(phone)

(312) 321-4299(fax)

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The attorney docket/reference number is 12901/6655.

The applicant's current Correspondence Information:

Andrew J. Avsec

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(312) 321-4299(fax)

officeactions@brinksgilson.com; aavsec@brinksgilson.com; rrios@brinksgilson.com (authorized)

E-mail Authorization: I authorize the USPTO to send e-mail correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the e-mail address provided in this application. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$2200 has been submitted with the application, representing payment for 8 class(es).

Declaration

☐ **Basis:**

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
 - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
 - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- ☐ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- ☐ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ☐ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: Not Provided Date: Not Provided

Signatory's Name: Not Provided

Signatory's Position: Not Provided

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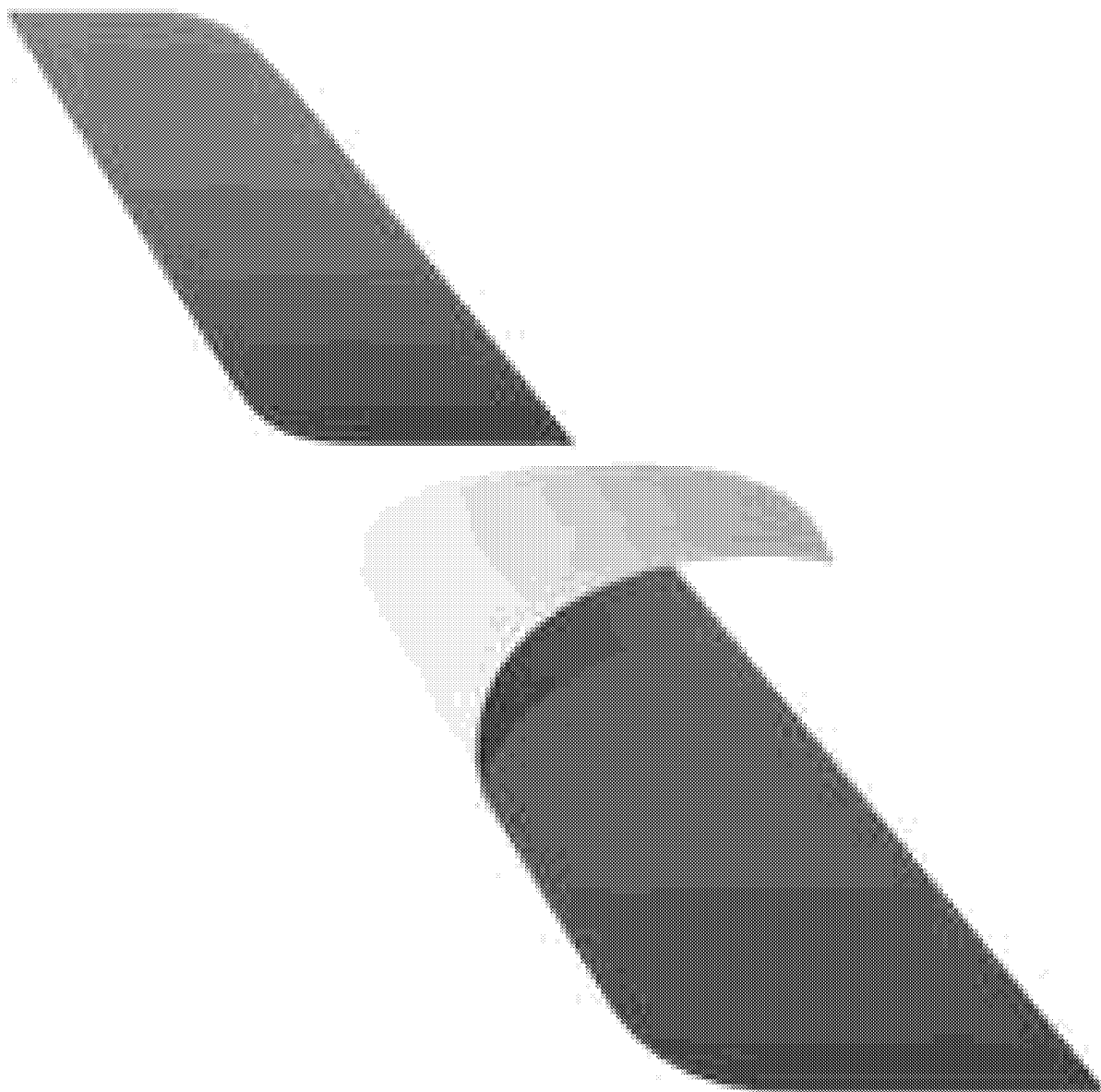
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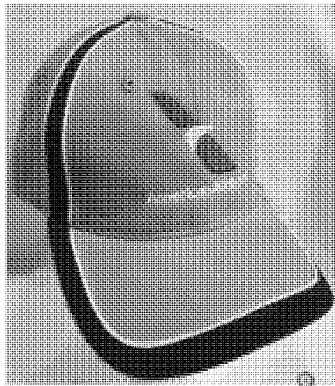
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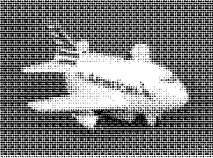

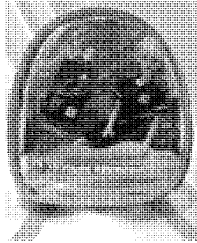

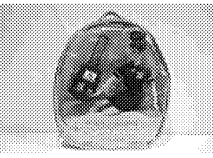



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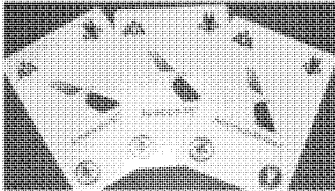


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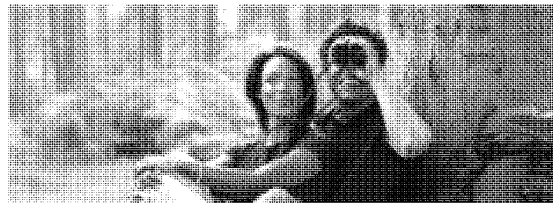
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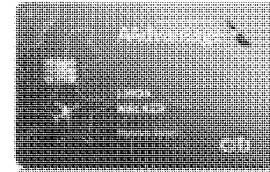
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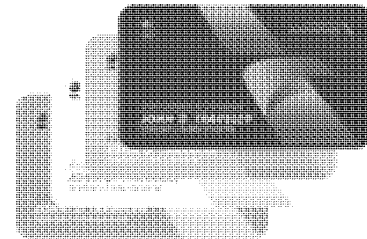
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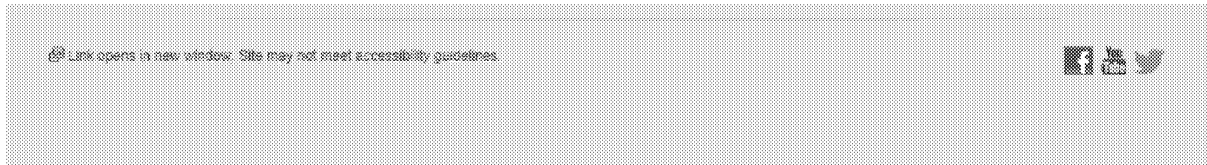
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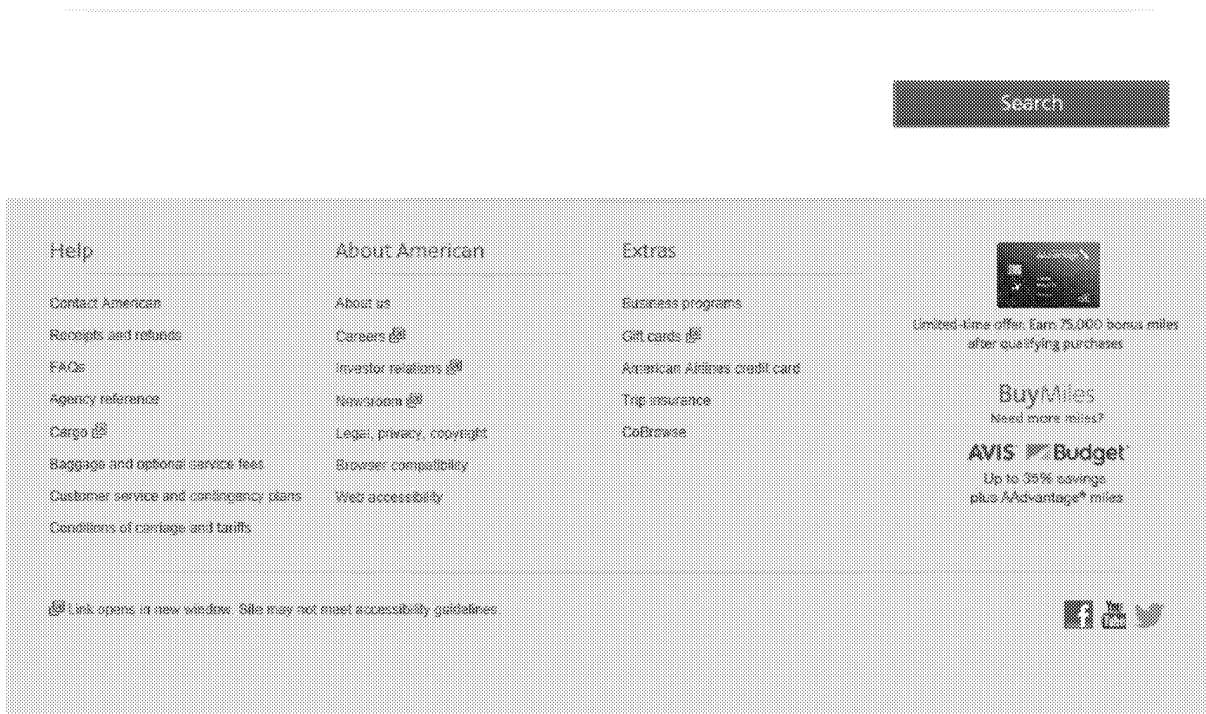


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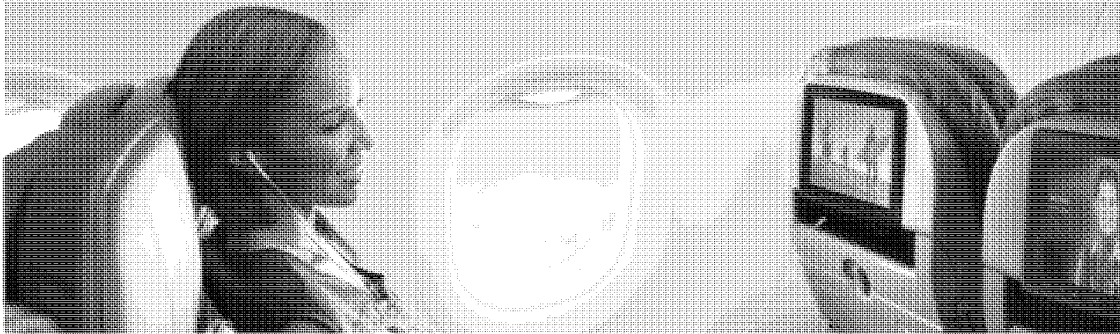
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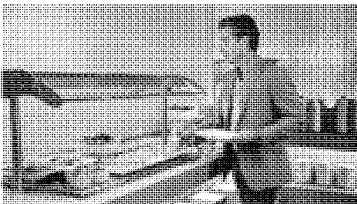
Admirals Club

 Amenities	 Membership	 Locations	 Access
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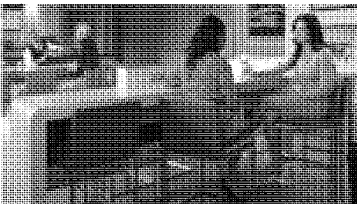
Inside the club

Complimentary amenities and services are available to make your travel more productive and relaxing.

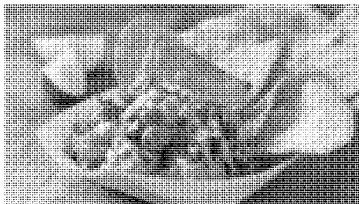
Snacks



House drinks*



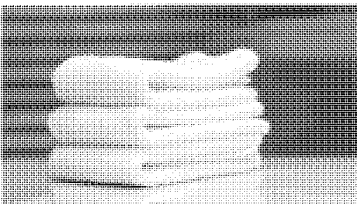
Made-to-order specialties**



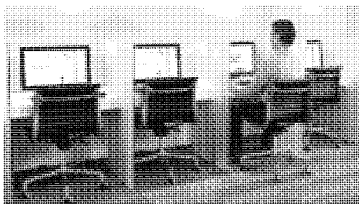
Personal travel assistance



Shower suites**

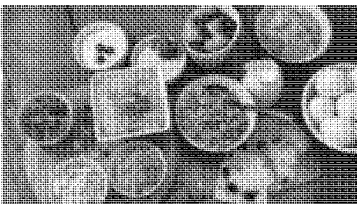


Business center**



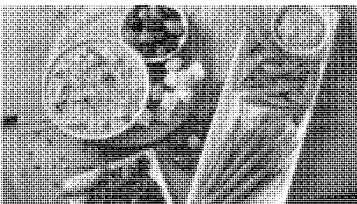
Food and drink

Morning



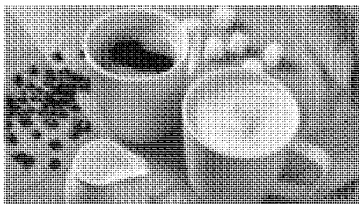
* Hard-boiled eggs & spice bar

Afternoon



* Hearty soups

New additions



* Freshly-brewed La Colombe coffee

» Oatmeal, cereal & spices
 » Assorted fruit & yogurt
 » Bagels & breakfast breads

» Fresh & healthy grain salads
 » Vegetables, hummus & cheese
 » Cookies & brownies

» Barista-style espresso & lattes**

Full meals & premium drinks

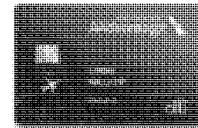
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Exhibit A-10

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended December 31, 2023

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period From

to

Commission file number 1-8400

American Airlines Group Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

1 Skyview Drive, Fort Worth, Texas 76155

(Address of principal executive offices, including zip code)

75-1825172

(I.R.S. Employer Identification No.)

(682) 278-9000

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	AAL	The Nasdaq Global Select Market
Preferred Stock Purchase Rights	-----	(1)

(1) Attached to the Common Stock

Securities registered pursuant to Section 12(g) of the Act: None

Commission file number 1-2691

American Airlines, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

1 Skyview Drive, Fort Worth, Texas 76155

(Address of principal executive offices, including zip code)

13-1502798

(I.R.S. Employer Identification No.)

(682) 278-9000

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: None

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PART I

ITEM 1. BUSINESS

Overview

American Airlines Group Inc. (AAG), a Delaware corporation, is a holding company and its principal, wholly-owned subsidiaries are American Airlines, Inc. (American), Envoy Aviation Group Inc., PSA Airlines, Inc. (PSA) and Piedmont Airlines, Inc. (Piedmont). AAG was formed in 1982, under the name AMR Corporation (AMR), as the parent company of American, which was founded in 1934.

AAG's and American's principal executive offices are located at 1 Skyview Drive, Fort Worth, Texas 76155 and their telephone number is 682-278-9000.

Airline Operations

Together with our wholly-owned regional airline subsidiaries and third-party regional carriers operating as American Eagle, our primary business activity is the operation of a major network air carrier, providing scheduled air transportation for passengers and cargo through our hubs in Charlotte, Chicago, Dallas/Fort Worth, Los Angeles, Miami, New York, Philadelphia, Phoenix and Washington, D.C. and partner gateways, including in London, Doha, Madrid, Seattle/Tacoma, Sydney and Tokyo (among others). In 2023, approximately 211 million passengers boarded our flights. During 2023, we launched more than 50 new routes, providing service to close to 350 destinations around the world, and we announced several new destinations for customers to explore in 2024: Copenhagen, Denmark; Naples, Italy; Nice, France; Governor's Harbour, Bahamas; Tijuana, Mexico; Tulum, Mexico; Ocho Rios, Jamaica; Pasco, Washington and Hyannis, Massachusetts. In 2024, we announced new service to Brisbane, Australia and Veracruz, Mexico, as well as additional nonstop service between New York and Tokyo, Japan.

As of December 31, 2023, we operated 965 mainline aircraft supported by our regional airline subsidiaries and third-party regional carriers, which together operated an additional 556 regional aircraft. See Part I, Item 2. Properties for further discussion of our mainline and regional aircraft and "Regional" below for further discussion of our regional operations.

American is a founding member of the oneworld® Alliance, which brings together a global network of 13 world-class member airlines and their affiliates, working together to provide a superior and seamless travel experience. See "Distribution and Marketing Agreements" below for further discussion on the oneworld Alliance and other agreements with domestic and international airlines.

See Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – "2023 Financial Overview," "AAG's Results of Operations" and "American's Results of Operations" for further discussion of AAG's and American's operating results and operating performance. Also, see Note 1(m) to each of AAG's and American's Consolidated Financial Statements in Part II, Items 8A and 8B, respectively, for passenger revenue by geographic region and Note 13 to AAG's Consolidated Financial Statements in Part II, Item 8A and Note 12 to American's Consolidated Financial Statements in Part II, Item 8B for information regarding operating segments.

Regional

Our regional carriers provide scheduled air transportation under the brand name "American Eagle." The American Eagle carriers include our wholly-owned regional carriers Envoy Air Inc. (Envoy), PSA and Piedmont, as well as third-party regional carriers including Republic Airways Inc. (Republic), SkyWest Airlines, Inc. (SkyWest) and Air Wisconsin Airlines LLC (Air Wisconsin). Our regional carriers are an integral component of our operating network. We rely heavily on regional carriers to serve small markets and also to drive connecting traffic to our hubs from markets that are not economical for us to serve with larger, mainline aircraft. In addition, regional carriers offer complementary service in many of our mainline markets. All American Eagle carriers use logos, service marks, aircraft paint schemes and uniforms similar to those of our mainline operations. In 2023, 46 million passengers boarded our regional flights, approximately 45% of whom connected to or from our mainline flights.

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AMERICAN AIRLINES GROUP INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except share and per share amounts)

	Year Ended December 31,		
	2023	2022	2021
Operating revenues:			
Passenger	\$ 48,512	\$ 44,568	\$ 26,063
Cargo	812	1,233	1,314
Other	3,464	3,170	2,505
Total operating revenues	52,788	48,971	29,882
Operating expenses:			
Aircraft fuel and related taxes	12,257	13,791	6,792
Salaries, wages and benefits	14,580	12,972	11,817
Regional expenses	4,643	4,385	3,204
Maintenance, materials and repairs	3,265	2,684	1,979
Other rent and landing fees	2,928	2,730	2,619
Aircraft rent	1,369	1,395	1,425
Selling expenses	1,799	1,815	1,098
Depreciation and amortization	1,936	1,977	2,019
Special items, net	971	193	(4,006)
Other	6,006	5,422	3,994
Total operating expenses	49,754	47,364	30,941
Operating income (loss)	3,034	1,607	(1,059)
Nonoperating income (expense):			
Interest income	591	216	18
Interest expense, net	(2,145)	(1,962)	(1,800)
Other income (expense), net	(359)	325	293
Total nonoperating expense, net	(1,913)	(1,421)	(1,489)
Income (loss) before income taxes	1,121	186	(2,548)
Income tax provision (benefit)	299	59	(555)
Net income (loss)	\$ 822	\$ 127	\$ (1,993)
Earnings (loss) per common share:			
Basic	\$ 1.26	\$ 0.20	\$ (3.09)
Diluted	\$ 1.21	\$ 0.19	\$ (3.09)
Weighted average shares outstanding (in thousands):			
Basic	653,612	650,345	644,015
Diluted	719,669	655,122	644,015

See accompanying notes to consolidated financial statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS OF AMERICAN AIRLINES, INC.

(b) Senior Secured Notes11.75% Senior Secured Notes

In June 2020, American issued \$2.5 billion aggregate principal amount of 11.75% senior secured notes due 2025 (the 11.75% Senior Secured Notes) at a price equal to 99% of their aggregate principal amount. In December 2023, American redeemed all of its outstanding 11.75% Senior Secured Notes using net proceeds from the offering of the 8.50% Senior Secured Notes (as defined below), together with net proceeds from borrowings under the 2023 Term Loan Facility and cash on hand. In connection with the early redemption of the 11.75% Senior Secured Notes, in the fourth quarter of 2023, American recorded a \$186 million cash special charge for the make-whole premium paid and a \$19 million non-cash special charge to write off unamortized debt issuance costs and debt discount.

10.75% Senior Secured Notes

On September 25, 2020 (the 10.75% Senior Secured Notes Closing Date), American issued \$1.0 billion in initial principal amount of senior secured IP notes (the IP Notes) and \$200 million in initial principal amount of senior secured LGA/DCA notes (the LGA/DCA Notes and together with the IP Notes, the 10.75% Senior Secured Notes). The obligations of American under the 10.75% Senior Secured Notes are fully and unconditionally guaranteed (the 10.75% Senior Secured Notes Guarantees) on a senior unsecured basis by AAG. The 10.75% Senior Secured Notes bear interest at a rate of 10.75% per annum in cash. Interest on the 10.75% Senior Secured Notes is payable semiannually in arrears on September 1 and March 1 of each year, which began on March 1, 2021. The 10.75% Senior Secured Notes will mature on February 15, 2026.

The IP Notes are secured by a first lien security interest on certain intellectual property of American, including the "American Airlines" trademark and the "aa.com" domain name in the United States and certain foreign jurisdictions (the IP Collateral), and a second lien on certain slots related to American's operations at New York LaGuardia and Ronald Reagan Washington National airports and certain other assets (the LGA/DCA Collateral and together with the IP Collateral, the 10.75% Senior Secured Notes Collateral). LGA/DCA Notes are secured by a first lien security interest in the LGA/DCA Collateral.

On or prior to the fourth anniversary of the 10.75% Senior Secured Notes Closing Date, American may redeem all or any part of the 10.75% Senior Secured Notes, at its option, at a redemption price equal to 100% of the principal amount of the 10.75% Senior Secured Notes redeemed plus a "make-whole" premium, together with accrued and unpaid interest thereon, if any. After the fourth anniversary of the 10.75% Senior Secured Notes Closing Date and on or prior to the fifth anniversary of the 10.75% Senior Secured Notes Closing Date, American may redeem all or any part of the 10.75% Senior Secured Notes, at its option, at a redemption price equal to 105.375% of the principal amount of the 10.75% Senior Secured Notes redeemed, together with accrued and unpaid interest thereon, if any. After the fifth anniversary of the 10.75% Senior Secured Notes Closing Date, American may redeem all or any part of the 10.75% Senior Secured Notes, at its option, at par, together with accrued and unpaid interest thereon, if any.

7.25% Senior Secured Notes

On February 15, 2023, as part of the 2013 Term Loan Facility Refinancing, American issued \$750 million aggregate principal amount of 7.25% senior secured notes due 2028 (the 7.25% Senior Secured Notes) in a private offering. The 7.25% Senior Secured Notes were issued at par and bear interest at a rate of 7.25% per annum (subject to increase if the collateral coverage ratio described below is not met). Interest on the 7.25% Senior Secured Notes is payable semiannually in arrears on February 15 and August 15 of each year, which began on August 15, 2023. The 7.25% Senior Secured Notes will mature on February 15, 2028. The obligations of American under the 7.25% Senior Secured Notes are fully and unconditionally guaranteed on a senior unsecured basis by AAG. American used the proceeds from the offering of the 7.25% Senior Secured Notes, together with cash on hand, to repay a portion of the term loans then outstanding under the 2013 Term Loan Facility and to pay related fees and expenses.

The 7.25% Senior Secured Notes were issued pursuant to an indenture, dated as of February 15, 2023 (the 7.25% Senior Secured Notes Indenture), by and among American, AAG and Wilmington Trust, National Association, as trustee and collateral agent. The 7.25% Senior Secured Notes are American's senior secured obligations and are secured on a first lien basis by security interests in certain assets, rights and properties that American uses to provide non-stop scheduled air carrier services between (a) certain airports in the United States and (b) airports in certain countries in South America and New Zealand (collectively, the 7.25% Senior Secured Notes Collateral). The 7.25% Senior Secured Notes Collateral also secures, on a first lien, pari passu basis with the 7.25% Senior Secured Notes, the 2013 Credit Facilities under the 2013 Credit Agreement.

Exhibit A-11

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Kory A. Lester

Acting United States Register of Copyrights and Director

Registration Number

VA 2-130-520

Effective Date of Registration:

June 03, 2016

Title

Title of Work: American Airlines Flight Symbol

Completion/Publication

Year of Completion: 2012
Date of 1st Publication: January 17, 2013
Nation of 1st Publication: United States

Author

• Author: Hypermedia Solutions, LLC d/b/a FutureBrand
Author Created: 2-D artwork
Work made for hire: Yes
Domiciled in: United States

Copyright Claimant

Copyright Claimant: American Airlines, Inc.
4333 Amon Carter Boulevard, Fort Worth, TX, 76155, United States
Transfer statement: By written agreement

Rights and Permissions

Organization Name: IP Administrator
Email: ip.administrator@aa.com
Address: MD 5675
4333 Amon Carter Boulevard
Fort Worth, TX 76155 United States

Certification

Name: Andrew J. Avsec

Date: June 03, 2016
Applicant's Tracking Number: 13945/71

Correspondence: Yes



Type of Work: Visual Material

Registration Number / Date:
VA0002130520 / 2016-06-03

Application Title: American Airlines Flight Symbol.

Title: American Airlines Flight Symbol.

Description: Electronic file (eService)

Copyright Claimant:
American Airlines, Inc., Transfer: By written agreement.

Date of Creation: 2012

Date of Publication:
2013-01-17

Nation of First Publication:
United States

Authorship on Application:
Hypermedia Solutions, LLC d/b/a FutureBrand, employer for
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